
ACCOUNT APPLICATION FORM

Harrison Bloy Plumbing & Bathrooms Limited
“Harrison Bloy”

CUSTOMER DETAILS:

Type: *(Tick applicable box)*

Sole Trader Company Trust Partnership Other: *(Please specify)* _____

Trading Name: _____

Legal Name: _____

Principal(s): *(Note the full legal names of all directors, trustees, partners, or other principals of the customer)*

*(the detail in the Legal Name field will be the **Customer** for the purposes of Harrison Bloy's standard terms of trade unless the Customer is a trust, in which case the Customer will be the trustees of the trust as recorded in the Name of Principal(s) field)*

CONTACT DETAILS:

Contact Person: _____ Position: _____

Direct Phone: _____ Mobile Phone: _____

Delivery Address: _____

Postal Address: _____

Email Address: _____

Business Phone: _____ Business Fax: _____

BUSINESS DETAILS:

Main Activities: _____

Date Started: _____ Trading History: _____ Years _____ Months

GST Registration Number: _____ Entity Number: _____

Accountants: _____

Bank Name & Branch: _____

Estimated Monthly Purchase Amount: _____

Preferred Branch of Harrison Bloy Plumbing & Bathrooms: _____

TRADE REFERENCES: *(List only businesses you have traded with for at least 6 months, excluding services accounts e.g. electricity)*

Reference 1: Name: _____ Phone: _____
 Address or Branch: _____

Reference 2: Name: _____ Phone: _____
 Address or Branch: _____

Reference 3: Name: _____ Phone: _____
 Address or Branch: _____

DECLARATION AND ACKNOWLEDGEMENT

The Customer (**you or your**) declares and acknowledges as follows:

- 1. **Offer:** By completing and returning this Application Form and signing this Declaration and Acknowledgement, you are offering to enter into a contract with Harrison Bloy Plumbing & Bathrooms Limited (**Harrison Bloy, our, us, or we**) that, if accepted, will be subject to our standard terms of trade (**Terms of Trade**). We reserve the right to reject that offer in our absolute discretion.
- 2. **Acceptance:** If we accept your offer, you agree that you will be immediately bound by the Terms of Trade, as varied or replaced from time to time. You confirm that you have been provided with a copy of our current Terms of Trade and have understood their contents. Our acceptance of your offer will be deemed to have been given only when an authorised representative of Harrison Bloy countersigns this Declaration and Acknowledgement.
- 3. **Information Provided:** The information provided in the Application Form is correct and complete in all material respects. If there is any change to the information you have provided in the form, you will immediately notify us in writing. You acknowledge that we will rely on the information provided in determining whether to accept your offer.
- 4. **Further Information:** You authorise any person or company to provide us with such credit or other information about you as we may require. You also authorise us to collect personal information (as defined in the Privacy Act 1993) from the trade referees named the Application Form and from any credit reporting agency. You acknowledge that any information we collect about you is collected in connection with your business, for considering the application, and for all purposes in connection with Harrison Bloy marketing products and services in New Zealand. You consent to us disclosing any information we collect about you to credit reference and debt collection agencies as part of information exchanges with them.
- 5. **Multiple Applicants:** Where there is more than one Customer, each Customer will be jointly and severally liable to us for all of the Customer’s obligations to Harrison Bloy.

Signed on behalf of the **Customer** by:

_____	_____
Name of Authorised Signatory	Signature of Authorised Signatory
_____	_____
Position of Authorised Signatory	Date Signed

Countersigned on behalf of **Harrison Bloy** by:

_____	_____
Name of Authorised Signatory	Signature of Authorised Signatory
_____	_____
Position of Authorised Signatory	Date Signed

CONSUMER CREDIT INFORMATION

- 1. I/we authorise Harrison Bloy, in connection with the Customer’s credit account application (**Application**), and subject to Harrison Bloy’s Terms of Trade, to:
 - 1.1 **Request:** request personal information as defined in the Privacy Act 1993 and credit information as defined in the Credit Reporting Privacy Code 2004 about me/us from any person, company, or credit reporting agency (**Credit Information Source**);
 - 1.2 **Disclose:** disclose my/our personal or credit information to the Credit Information Source for the purposes of making a request for credit information; and
 - 1.3 **Collect:** collect and retain personal or credit information from the Credit Information Source.
- 2. I/we authorise the Credit Information Source to disclose my/our credit or personal information to Harrison Bloy.
- 3. I/we acknowledge that:
 - 3.1 **Disclosure:** personal or credit information provided to the Credit Information Source in accordance with clause 1.1, including information relating to any payment default by me/us, may be retained and disclosed by the Credit Information Source to its customers as part of its credit reporting services; and

3.2 **Requests:** any request for and collection of personal or credit information by Harrison Bloy is made in connection with the Customer's business for the purposes of considering the Application and the creditworthiness of the Customer.

Name

Signature

Date of birth

Date signed

Position of individual

Name

Signature

Date of birth

Date signed

Position of individual

GUARANTEE AND INDEMNITY

The Guarantor(s) named below accept the terms of the Guarantee and Indemnity set out in the schedule to this Application Form.

Executed and delivered as a deed:

Dated: _____

Signed by Guarantor 1:

Name of Guarantor 1

Signature of Guarantor 1

Signed by Guarantor 2:

Name of Guarantor 2

Signature of Guarantor 2

Witnessed by: *(Guarantor signatures must be witnessed)*

Name of Witness

Signature of Witness

Address of Witness

Occupation of Witness

TERMS OF GUARANTEE AND INDEMNITY

1. ALL OBLIGATIONS

Each Guarantor guarantees the due performance by the Customer of all the Customer's obligations to Harrison Bloy, including, but not limited to, the Customer's obligations under Harrison Bloy's terms of trade (**Terms**).

2. PRINCIPAL DEBTOR

Each Guarantor is liable under this guarantee as a principal debtor and not merely as a surety.

3. NO DISCHARGE

No Guarantor is to be discharged, nor are any obligations of the Guarantor to be affected, by anything that, but for this clause, would or might have discharged a Guarantor or affected the Guarantors' obligations, including, but not limited to:

- 3.1. **No waiver:** any time, indulgence, waiver, or consent, whenever given to the Customer or any other person;
- 3.2. **Amendment:** an amendment to the obligations guaranteed under this Guarantee, or to another security interest, guarantee, indemnity or other agreement (whether or not that amendment might increase the liability of a Guarantor under this Guarantee or otherwise);
- 3.3. **Demand:** the making of, or failure to make, a demand on the Customer or another person for payment;
- 3.4. **Termination event:** the dissolution, amalgamation, change in status, constitution or control, reconstruction or reorganisation, death, bankruptcy, or insolvency of any party or person (or the commencement of steps to effect the same);
- 3.5. **Severability:** the illegality, invalidity, unenforceability of, or defect in, a provision of the obligations guaranteed under this Guarantee for any reason whatsoever, and whether or not such illegality, invalidity, unenforceability, or defect is known by Harrison Bloy; or
- 3.6. the:
 - (a) failure to obtain, or the failure of a person to execute or otherwise be bound by;
 - (b) enforcement of, or failure to enforce; or
 - (c) release of a party from,the obligations guaranteed under this guarantee or another security interest, guarantee, indemnity, or other agreement between Harrison Bloy and the Customer.

4. PAYMENT

Each Guarantor jointly and severally, unconditionally and irrevocably, guarantees the payment by the Customer of all monies due and owing by the Customer to Harrison Bloy, including, but not limited to, all monies due and owing by the Customer under the Terms.

5. DEMAND

Each Guarantor unconditionally and irrevocably undertakes that if, for any reason, the Customer does not pay any amount owing to Harrison Bloy when due, the Guarantor will pay that amount to Harrison Bloy immediately on demand. Each Guarantor acknowledges that a demand for payment may be made against a Guarantor without any such demand being made on the Customer.

6. INDEMNITY

Notwithstanding anything contained in this Guarantee or any document between the Customer and Harrison Bloy, if any obligation of the Customer is not enforceable against a Guarantor or the Customer for any reason, then each Guarantor indemnifies Harrison Bloy in respect of any loss incurred by Harrison Bloy directly or indirectly as a result of the Customer's failure to perform any obligation owed to Harrison Bloy, including, but not limited to, under the Terms.

7. CONTINUING GUARANTEE

Each Guarantor's obligations under this Guarantee are:

- 7.1. **Continuing security:** by way of continuing security, notwithstanding intermediate payments, settlement of accounts or payments or any other matter or thing whatsoever;
- 7.2. **No merger:** in addition to, are not merged in, and are without prejudice to, any security interest, guarantee, indemnity, or other agreement, in favour of any person, whether from a Guarantor or otherwise; and
- 7.3. **Discharge:** to remain in full force and effect until the execution by the Customer of an unconditional discharge of the Guarantor's obligations under this Guarantee.

8. TIME OF THE ESSENCE

Time will be of the essence in relation to any matter or thing required to be done by a Guarantor, including but not limited to, the payment of any money or the performance of any obligation under this Guarantee.

9. ENFORCEMENT EXPENSES

Each Guarantor will pay, on demand, all costs and expenses (including all taxes and legal expenses on a solicitor/client basis) sustained or incurred by Harrison Bloy as a result of the exercise of, or in protecting or enforcing or otherwise in connection with, its rights under this Guarantee.

10. ASSIGNMENT

This Guarantee is binding upon all parties and their respective successors, and in the case of Harrison Bloy, its assignees or transferees. No Guarantor may assign any rights or novate any obligations under this Guarantee without the prior written consent of Harrison Bloy, and only then in accordance with any terms and conditions Harrison Bloy may impose as a condition of its consent.

11. INDEPENDENT LEGAL ADVICE

Each Guarantor has either obtained independent legal advice or waived the right to obtain independent legal advice before executing this Guarantee.

12. GOVERNING LAW AND JURISDICTION

This Guarantee is governed by the laws of New Zealand. The courts of New Zealand will have non-exclusive jurisdiction to resolve disputes in connection with this Guarantee.

INDIVIDUAL CONSUMER CREDIT INFORMATION AUTHORITY

1. I authorise Harrison Bloy Plumbing & Bathrooms Limited (**Harrison Bloy**), in connection with the credit account application (**Application**) by _____ (**Customer**) and the Customer's account with Harrison Bloy, and subject to Harrison Bloy's Terms of Trade, to:
 - 1.1 **Request:** request personal information as defined in the Privacy Act 1993 and credit information as defined in the Credit Reporting Privacy Code 2004 about me from any person, company, or credit reporting agency (**Credit Information Source**);
 - 1.2 **Disclose:** disclose my personal or credit information to the Credit Information Source for the purposes of making a request for credit information; and
 - 1.3 **Collect:** collect and retain personal or credit information from the Credit Information Source.
2. I authorise the Credit Information Source to disclose my credit or personal information to Harrison Bloy.
3. I acknowledge that:
 - 3.1 **Disclosure:** personal or credit information provided to the Credit Information Source in accordance with clause 1.1, including information relating to any payment default by me, may be retained and disclosed by the Credit Information Source to its customers as part of its credit reporting services; and
 - 3.2 **Requests:** any request for and collection of personal or credit information by Harrison Bloy is made in connection with the Customer's business for the purposes of considering the Application and the creditworthiness of the Customer.

Name

Signature

Date of birth

Date signed

Position