

Application to open a customer account



Auckland Council
Te Kaunihera o Tāmaki Makaurau

Date: _____ Application for a customer account with Auckland Council ("Council"), subject to attached terms and conditions

Customer details

Registered name of applicant: _____
Trading name: _____ Incorporation number : _____
Registered office: _____ Incorporation date: _____
Trading address: _____
Postal address: _____

Contact details for accounts

First name: _____ Surname: _____
Position: _____
Phone: _____ Fax: _____ Email: _____

Contact details for internet services

(This is for services that are offered via Council's website and are subject to any terms and conditions therein)

First name: _____ Surname: _____
Position: _____
Phone: _____ Fax: _____ Email: _____

Details of Directors, shareholders or partners

(List all directors or shareholders or partners of your organisation (as the case may be). Please attach extra sheet if required)

First name: _____ Surname: _____
Address: _____
Phone: _____
First name: _____ Surname: _____
Address: _____
Phone: _____
First name: _____ Surname: _____
Address: _____
Phone: _____

Credit & finance details

Bank details (including branch): _____
Accountant: _____
Phone: _____

Trade references (to include at least 2 major suppliers - but not telephone, power or credit card companies)

1. _____ Phone: _____
2. _____ Phone: _____
3. _____ Phone: _____
4. _____ Phone: _____

Credit limit requested (predicted monthly volume): _____

Do you want a log-in to use our on-line services (i.e. LIM requests via our website), and for this to be linked to your credit a/c? **Yes / No**

Customer Authorisation

Signed in my/our personal capacity/ies

I/We, the signatory/ies to this form on behalf of the customer and in my/our personal capacities:

- (a) undertake and warrant that I/we are duly authorised to sign on the customers behalf and to bind the customer to this agreement with the Council.
- (b) authorise Council to conduct a credit history / reference check on the applicant and myself, including asking any person to provide Council with such information about the applicant/myself as Council may reasonably require to satisfy its credit check enquiries. 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 my/our application for credit, monitoring and administering the credit account and enforcing Council's rights and remedies under this agreement or at law; and
 - (ii) furnish to any third party details of this application and subsequent dealings that I/we may have in relation to my customer account if this application is accepted.
- (c) acknowledge and agree that if this application is accepted by the Council, the application form together with the terms and conditions of credit attached hereto shall form the terms and conditions of our agreement with Council apply to the provision of credit in respect to any Council services requested by the customer.
- (d) acknowledge and agree that I/we are liable in our personal capacity/ies, and concurrently with the customer, as principal debtors for payment of all indebtedness to the Council under this agreement.
- (e) agree to immediately advise Council if there are any changes to circumstances that may affect our ability to meet payments in accordance with the terms and conditions of this agreement.

Authorised signatory: _____ Name: _____ Position: _____ Date: _____ Witnessed by: _____ Name: _____ Address: _____ Occupation: _____	Authorised signatory: _____ Name: _____ Position: _____ Date: _____
---	--

Accounting Services, Auckland Council
 Private Bag 92300, Wellesley Street, Auckland 1141
 Phone 09 301 0101, fax 09 307 7272
www.aucklandcouncil.govt.nz

Office use only	Debtor number:	Approved Credit Limit:	Date entered:
	Entered by:	Signature:	
	Approved by:	Signature:	
	Reviewed by:	Signature:	
	Comments:		
	NAR set up:	Online username:	

Terms and conditions of credit

Provision of credit

- 1 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 therein: www.aucklandcouncil.govt.nz). Nothing herein 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.
- 2 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 the creditworthiness of the customer to be unsatisfactory, the Council may cancel or suspend the customer's entitlement to credit and/or require security for payment satisfactory to the Council.
- 3 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.
- 4 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.

Due date for payment

- 5 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.
- 6 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.
- 7 If payment is overdue for a period of 14 days or more, the debt 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] suspend for such period and subject to such terms as the Council in its discretion determines any entitlement to credit given to the customer pursuant to this agreement; and/or
 - [c] to the extent permitted by law, refrain from supplying any further servicesor goods to the customer until the customer has discharged all outstanding indebtedness to the Council.

Costs

- 8 The customer will upon demand pay all the Council's reasonable expenses (including a cheque dishonour fee of \$25) and legal costs (on a solicitor / agent / client basis) in the collection of all overdue moneys.

Demand

- 9 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. 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.

Cancellation

- 10 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.

Effect of cancellation

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

Variation of conditions

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

Personal liability

- 13 All persons signing this agreement (whether as a director or other authorised signatory of a limited liability company) 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.