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Kiwi waste & Recycling Limited Credit Account Application and Credit Agreement

Business information			
Full Legal Name of Organisation:			
Trading As:			
Type of Business:			
Date of Incorporation:		Company number:	
GST number:			
Physical Address:			
City:		Postcode:	
Postal Address {if different}:			
City:		Postcode:	
Sole trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Limited liability: <input type="checkbox"/>	Other: <input type="checkbox"/>
Sales contact name:		Phone:	
Email:			
Accounts contact name:		Phone:	
Email:			
Purchase Order Required: Yes <input type="checkbox"/> No: <input type="checkbox"/>			
Director / Partner / Owner / Trustee Details			
Full Name:			
Residential Address:			
City:		Postcode:	
Date of birth:		Drivers Licence:	
Phone:		Email:	
Full Name:			
Residential Address:			
City:		Postcode:	
Date of birth:		Drivers Licence:	
Phone:		Email:	
Business/trade references			
Company name:		Company name:	
Contact name:		Contact name:	
Address:		Address:	
City:	Postcode:	City:	Postcode:
Phone:		Phone:	
E-mail:		E-mail:	
Trading Since:		Trading Since:	
Company name:			
Contact name:			
Address:			
City:	Postcode:		
Phone:			
E-mail:			
Trading Since:			



Agreement

1. All invoices are to be paid on the 20th of the month following the date of the invoice.
2. Any claims arising from invoices must be made within seven working days of receipt of invoice.
3. By submitting this application, you authorise Kiwi Waste & Recycling Ltd to make inquiries into the banking and business/trade references that you have supplied.
4. Understand that Kiwi Waste & Recycling reserves the right to decline this application.
5. Confirm that the information supplied in this Application is correct and complete and you will immediately advise Kiwi Waste & Recycling of any change in the information contained in this Application.
6. Have read and understood the 'Waste Disposal Service Contract Terms and Conditions of Trade' included with this Application and agree to be bound by the 'Waste Disposal Service Contract Terms and Conditions of Trade' and this application.
7. You consent Kiwi Waste & Recycling Ltd to carry out credit checks on the company and related parties with a credit reporting agency for a purpose of making a credit decision.
This will require Kiwi Waste & Recycling Ltd to give the information provided on the credit application to the credit reporting agency as well as the credit reporting agency providing information about you to Kiwi Waste & Recycling Ltd.

Signatures

Name:

Title:

Date:

Name:

Title:

Date:

Personal Guarantee

I/we _____ the Guarantor/s understand and accept the terms of Credit Account Application and Credit Agreement and agree that in consideration of Kiwi Waste & Recycling allowing the customer to dispose Waste at the Facility, the Guarantor will pay all such monies upon demand and shall be liable as a principal debtor in respect of all liabilities of the Customer to Kiwi Waste & Recycling.

I accept that my guarantee is unaffected by the unenforceability of any payment of such monies, by the liquidation or bankruptcy of the customer, by the giving of time or any indulgence to the Customer by the Company or any other matter. I accept that demand for payment may be made on me by the Company without demand being made of the Customer.

Full Name of Guarantor:

Occupation:

Address:

Signature:

Date:

Full Name of Witness:

Occupation:

Address:

Signature:

Date:



Waste Disposal Service Contract Terms and Conditions of Trade

1. Agreement

- 1.1 Kiwi Waste & Recycling agrees to allow the customer to dispose Waste at the Facility subject to and on the terms and conditions of the Agreement
- 1.2 This Agreement comprises of and incorporates the following documents:
 - a) Waste Disposal Service Contract
 - b) Application for Disposal of Waste
 - c) Declaration Form
 - d) Any confirmation letter accompanying the Waste Disposal Service Contract setting out additional terms and conditions
- 1.3 This Agreement (or any documents comprising the Agreement) may be varied by Kiwi Waste & Recycling at any time by notice to the Customer

2. Facility Hours

- 2.1 The facility hours of operation shall be advised from time to time. Unless otherwise advised the Facility will not be available during public holidays. Kiwi Waste & Recycling reserves the right to close and deny disposing at the Facility at any time for any purpose, including but not limited to the purpose of repair, maintenance, renovation of the Facility, or for any other reason beyond the Facility Owner's control.
- 2.2 The hours of operation of the Facility shall be subject to change without notice.

3. Rates

- 3.1 The Customer will pay the Rates for the disposal of Waste. The customer will pay the amount set out in an invoice for disposal of Waste on or before the 20th of following date of invoice. Kiwi Waste & Recycling may at its discretion vary the Rates and or terms for payment of the Rates. Kiwi Waste & Recycling may also require payment in advance before accepting Waste for disposal.
- 3.2 Payment for Goods and Services charged to a Credit Account must be made in accordance with this clause. If the Customer does not have a Credit Account with Kiwi Waste & Recycling, payment must be made before leaving the facility.
- 3.3 Unless requested otherwise, invoices will be sent electronically. All accounts must be paid by the 20th of the month following invoice. If any item or part of any item in an invoice is disputed, the Customer shall notify Kiwi Waste & Recycling prior to the last business day of the month in which the invoice is submitted specifying the item disputed. Payment of a disputed invoice may be deferred only in respect of the disputed part of the invoice.
- 3.4 Kiwi Waste & Recycling reserves the right to suspend any discount or rebate and to restrict or withhold the supply of further Goods and Services to the Customer if these payment terms are not strictly adhered to. If the Customer defaults in making payment Kiwi Waste & Recycling may:
 - (a) charge interest on all overdue invoices at Kiwi Waste & Recycling' cost of borrowing plus 5% calculated from the due date to the date of the payment;
 - (b) charge the Customer all costs including legal fees (as between solicitor and client), debt collection charges and court costs incurred by Kiwi Waste & Recycling in recovering outstanding monies; and
 - (c) cancel this agreement and/or the Customer's right to hold a Credit Account.

Customer Initials: _____



4. Customer Obligations

- 4.1 The Customer acknowledges that it has received the Agreement (including all documents comprising the Agreement) and that it has familiarised itself with the Customer's obligations as set out in the Agreement.
- 4.2 The Customer will:
- a) at all times comply with the Agreement
 - b) at all times comply with the Facility site rules as set out at the Facility.
 - c) ensure that the Customer's employees wear appropriate protective clothing (which shall always at the very minimum include industrial grade footwear and high visibility clothing) on the Facility.
 - d) ensure that its employees receive appropriate training (at the Customer's cost) prior to entering the Facility. Where required by the Facility Owner the Customer will ensure that its employees receive ongoing training as appropriate.
 - e) ensure that its employees who enter the Facility follow all instructions of the Facility Owner.
 - f) only dispose Waste in the tipping area at the Facility as identified by the Facility Owner from time to time.
 - g) ensure that its employees are aware of and familiar with the emergency procedures at the Facility.
 - h) ensure that any incidents are reported immediately to the Facility Owner.
 - i) ensure that its employees comply at all times with health and safety regulations and any instruction of the Facility Owner.
 - j) ensure that its employees do not cause any damage to any equipment, any buildings or improvements at the Facility. The Customer shall be liable for all costs of repair or replacement of any damaged equipment, building or improvement.
 - k) not act or omit to do anything which might result in the Facility Owner being convicted of an offence or otherwise held liable under any laws including the Resource Management Act or be Hazardous Substances and New Organisms Act 1994.
 - l) enter the Facility for the sole purpose of off-loading Waste at an area designated by, and in the manner directed by the Facility Owner, and shall promptly leave the Facility.
 - m) under no circumstances remove any material(s) from the Facility, subject to the provisions under clause 6.3.
- 4.3 The Customer shall not dispose within the Facility any Waste that causes objectionable or offensive odour beyond the boundaries of the Facility, or any Waste that the Facility Owner deems contains an unacceptable level of airborne dust. The Customer acknowledges that no Prohibited Waste is disposed at the Facility.
- 4.4 The Customer warrants that with respect to any Waste disposed of at the Facility by the Customer, the Customer has complied with all relevant laws, statues, regulations or bylaws and the provisions of all requirements of all consent, licences, requisitions and notices issued by any competent authority.

5. Default and Consequences of Default

- 5.1 If the Customer fails to pay any monies payable under this Agreement on the due date, becomes insolvent or is otherwise in breach of any of the obligations under this Agreement, the Facility Owner may without prejudice to any other remedies available to the Facility Owner:
- a) Suspend the provision of Waste disposal services and any other obligations of the Facility Owner under its Agreement until such time as the Customer has remedied the breach or paid up all overdue amounts including the late payment fee; or
 - b) Commence proceedings or take such action as the Facility Owner deems appropriate for the performance of this Agreement or for the remedying of the breach by the Customer.
- 5.2 If the Facility Owner instructs a solicitor or debt collection agency to recover any monies owed by the Customer, the Facility Owner shall also be entitled to recover from Customer all costs and disbursements incurred by the Facility Owner including the solicitor's fees and costs. Any suspension or termination shall not relieve the Customer of any or all obligations, responsibilities or duties under the Agreement including, but not limited to those obligations relating to indemnity and payment.

Customer Initials: _____



6. Rejection of Waste/Prohibited Waste

- 6.1 The Customer acknowledges that the Facility Owner assumes no responsibility for screening, examining or inspecting any or all Waste delivered by the Customer to the Facility, except that the Customer gives its consent to the Facility Owner examining, screening or inspecting any Waste at any time.
- 6.2 The Facility Owner retains the right to refuse or reject after disposal any Waste provided by the Customer where the Facility Owner has cause, for any reason, to believe that the said Waste may contain material that the Facility Owner deems to be Prohibited Waste or may breach any laws or regulations.
- 6.3 If the Customer delivers Prohibited Waste or Waste in breach of any warranty or agreement herein, the Facility Owner may in its sole discretion either remove and dispose of that Waste and charge the Customer for the costs of such disposal, or require the Customer to promptly remove the Waste from the Facility.

7. Indemnity

- 7.1 The Customer indemnifies the Facility Owner against any claim arising out of this Agreement including but not limited to any claim for loss or damage as a result of the provision of services by the Facility Owner.
- 7.2 Notwithstanding any other provision in this Agreement or at law, the maximum liability of the Facility Owner arising from this Agreement shall be limited to the amount equal to the monthly invoice issued by the Facility Owner to the Customer during the month in which the liability of the Facility Owner arises. The Customer acknowledges that the Facility Owner will not be liable under any circumstances for any consequential loss of the Customer or any third party and any indirect loss or expense including any loss of profit.
- 7.3 The Customer indemnifies the Facility Owner and all directors, officers, and employees of the Facility Owner from and against all actions, claims, demands, liabilities, losses, damages, risks and expenses (including costs of defence, settlement and reasonable solicitor-client fees) which the Facility Owner suffers or becomes liable for as a result of any breach of warranty, breach of contract, negligence, misconduct, acts or omission by the Customer, its employees or subcontractors in connection with the Customer's use of the Facility or the disposal of Waste.

8. Application of Agreement

- 8.1 This Agreement constitutes the entire agreement between the Facility Owner and the Customer in relation to the disposal of Waste at the Facility and extinguishes all earlier agreements and understandings.
- 8.2 If any provision of this Agreement is invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 8.3 This Agreement is governed by the laws of New Zealand.
- 8.4 No rule of construction will apply in the interpretation of this Agreement to the disadvantage of the Facility Owner on the basis that the Facility Owner put forward or drafted the Agreement.

9. Waiver

- 9.1 Any failure by the Facility Owner to enforce any clause in this Agreement or any forbearance delay or indulgence granted by the Facility Owner will not be construed as a waiver of the Facility Owner's rights under this Agreement.

10. Assignment and Subletting

- 10.1 The Facility Owner may assign this Agreement without consent of the Customer.
- 10.2 The Customer may not assign any obligations under this Agreement without the prior written consent of the Facility Owner.

11. Privacy Act

- 11.1 The Customer authorises the Facility Owner to collect, retain and use any information about the Customer for the purposes of assessing the Customer's credit worthiness.
- 11.2 The Customer authorises the Facility to disclose any information obtained on its behalf to any person or legal entity for the purposes set out in clause 11.1.

12. Notices

- 12.1 All notices under this Agreement shall be in writing and may be delivered by hand, mail, facsimile (or email) to the address notified by each party. A notice will be deemed to be given:
 - a) In the case of hand delivery, upon acknowledgement of receipt by an officer, authorised employee, agent or representative of the receiving party;
 - b) In the case of posting, three days after posting;
 - c) In the case of facsimile, when the sender is able to produce a facsimile machine report indicating that the entire facsimile was sent to the relevant number.

Customer Initials: _____