



MARSDEN TRUCK WASH

6 Kapa Road, Ruakaka. PO Box 207, Ruakaka 0151

Phone: Ian (027) 769 5585

office@marsdentruckwash.co.nz | www.marsdentruckwash.co.nz

Application for Credit

Nature of Organisation:

- Sole Trader Limited Company
 Partnership Other _____

Legal Name: _____

Trading Name (if applicable): _____

Registered Address: _____

_____ Postcode: _____

Physical Address: _____

_____ Postcode: _____

Postal Address: _____

_____ Postcode: _____

Phone: _____ Fax: _____

Email: _____ Mobile: _____

Contact person for Accounts

Name: _____ Title: _____

Email: _____ Phone: _____

Details of Partners (if Partnership) or Directors (if Limited Company)

Full Name: _____

Home Address: _____

_____ Home Phone: _____

Full Name: _____

Home Address: _____

_____ Home Phone: _____

Trade References

1. _____ Phone: _____

2. _____ Phone: _____

3. _____ Phone: _____

Price

\$_____ per minute (plus GST)

Vehicle Details

	Vehicle Registration	Driver Name	Minutes per wash	Minutes per month
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please select one option below:

- Provide one truckwash tag **per vehicle** as filled out above
- Provide one truckwash tag **only** to the Authorised Signatory

Authorised Signatory

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993) I authorise any person and company to give information as may be required in response to credit inquiries. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of Marsden Truck Wash which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Name: _____ Position: _____

Signed: _____ Date: _____

Terms and Conditions of Trade

Newey Property Holdings Ltd t/a Marsden Truck Wash ("the Company") agrees to extend the Terms and Conditions set out below:

1. The Customer hereby makes application to the Company for the provision of a Credit Account against which costs of goods and services may be charged.
2. This Agreement is not a credit contract within the meaning given that term by Section 3(1)(l) of the Credit Contracts act 1981.
3. Where the Authorised Signatory to this Agreement is a Director of a customer which is a company ("the Customer Company") or is authorised by the Directors of the Customer Company to sign on the Customer Company's behalf, it is agreed and acknowledged that the Authorised Signatory is also a Guarantor of the customer company's obligations and further that the signatory acknowledges that his/her/their signature is given with full knowledge and/or approval of all the Customer Company Directors.
4. This Agreement is binding on the Company and its assigns.
5. The Company reserves the right to change the Price as outlined in the Application for Credit and will provide the Customer with one month's notice of these changes.
6. Payment shall be made by the Customer in full for all services supplied by the Company or its assigns twenty (20) days following the end of the month in which an invoice is dated.
7. The Company or its assigns shall send invoices and statements to the Customer at the address, specified in the Credit Application by email and the Customer acknowledges his, her, its or their responsibility to ascertain the amount payable in respect of supply prior to the due date for payment.
8. In the event of any default by the Customer making payment for the services supplied by the Company or its assigns the Company may:
 - a. Charge interest at the then current commercial base rate at the Westpac Bank plus 5% per annum and to be calculated from the 28th of the month following supply to the date of the actual payment and/or
 - b. Obtain reimbursement from the Customer for all the costs and expenses (and calculated on a solicitor and client basis) incurred by the company or its assigns or its agents in enforcing the terms fo this Agreement against the Customer or Guarantor either jointly or severally and/or
 - c. Terminate this Agreement
9. In consideration of the Company or its assigns granting credit to the Customer the Guarantor/s unconditionally guarantee to the Company or its assigns the due and punctual payment by the Customer of all the monies due whether in respect of the services supplied or interest or collection costs and which may become due and owing to the Company or its assigns by the customer.
10. If default has been made by the Customer in the payment of all or any monies hereby guaranteed the Guarantor/s will forthwith pay all outstanding monies to the Company.
11. The guarantee provided by the Guarantor/s in this Agreement is to be a continuing guarantee and shall accordingly be irrevocable and shall remain in full force and effective until released in writing by the Company or its assigns PROVIDED THAT if the Customer shall have paid all outstanding monies due to the Company and request in writing that this Agreement be terminated to the intent that no further credit be supplied to the Customer then upon such termination the Guarantor/s shall be released from further liability.
12. The Company or its assigns may as regards any one Guarantor determine from time to time not to enforce the guarantee and may from time to time make any arrangement to comprise with the Customer. Guarantor or Guarantors in relation to the whole of any part of the money for which the Customer may become liable without such compromise in anyway affecting the Guarantor/s ongoing obligations under the guarantee.
13. The guarantee given by the Guarantor/s shall apply to the full balance by the Customer by the Company or its assigns and until all monies guaranteed have been paid in full the Company shall have priority over the Guarantor/s in respect of any bankruptcy or liquidation of the Customer.
14. As between the Guarantor/s and the Company the liability of the Guarantor/s be that of principal debtor and shall not be discharged until all monies due by the Customer to the Company shall have been paid in full and a request for a release from the guarantor made in writing to the Company.
15. The Guarantor/s agrees to keep the Company or its assigns full indemnified against all damages, losses, costs and expenses arising from any failure of the Customer to pay monies hereby guaranteed.
16. Should any part of this agreement be unenforceable such unenforceable part shall be replaced with a provision which accomplishes to such extent as possible the original business purpose of that part and the remainder of the Agreement shall remain valid. If it is not possible to replace the unenforceable part such part shall be severed and the remainder of the Agreement shall remain binding and in full force.