

APPLICATION FOR CREDIT

Applicant details *(Please complete)*

Legal Entity: (circle one)	Registered Company	Partnership	Sole Trader
	Customer Name ("User")		
Trading as (where applicable)			
Postal Address			
Contact details	Business No.	Mobile No.	
	Fax No.	Email	
Company registration no.	Date incorporated		
Registered office address			

Directors / Partners / Sole Trader details *(please complete)*

	Name	Location	Phone No.	Date of birth
1.				
2.				
3.				

Trade References *(Please provide three references)*

	Name	Address	Phone No.	A/c reference
1.				
2.				
3.				

Please complete Page 2 Declaration & Personal Guarantee

DECLARATION

User name: _____

- (a) I certify that the information supplied in the application is true and complete and that I am authorised by the User to make this application.
- (b) I have read and understood the Terms of Credit and I/the User agree to be bound by the Terms of Credit.
- (c) For the purposes of the Privacy Act 1993, I authorise POAL to provide the User's and my personal information to any credit agency or other third party and I authorise any person to complete and furnish to POAL any information as may be required in response to POAL's credit inquiries.
- (d) I have been authorised by the directors / partners of the User to convey their consent and, on their behalf, authorise POAL to provide the directors' /partners' personal information to any credit agency or other third party and authorise any person to complete and furnish to POAL any information as may be required in response to POAL's credit inquiries into the directors / partners of the User.

Note this application must be signed for and on behalf of a Company by a duly authorised director/ agent. If this application is in respect of a sole trader it must be completed by such sole trader. If this application is in respect of a partnership it must be completed by one of the partners duly authorised to make this application on behalf of the partnership.

Signed:

Print Name

(director/ partner/ proprietor/authorised
signatory of User)
(circle one)

Dated:

PERSONAL GUARANTEE

In consideration of Ports of Auckland Limited (POAL) supplying good and services to _____(User) on credit at my/our request and POAL entering into this credit agreement, I, the undersigned, jointly and severally with the User, unconditionally and irrevocably, guarantee to POAL, as a principal obligor and not merely as a surety, by way of continuing obligation, the due and punctual payment by the User of all amounts now or hereafter payable by the User to POAL.

For the purposes of the Privacy Act 1993, I authorise POAL to provide my personal information to any credit agency or other third party, and I authorise any person to complete and furnish to POAL any information as may be required in response to POAL's credit inquiries.

Signed by Guarantor

Full name: _____
(director/shareholder of User/other (circle one))

Signature: _____

Residential Address: _____ Telephone _____

TERMS OF PAYMENT AND CREDIT

Agreement as to Terms of Payment and Credit Only

1. This agreement is confined only to the terms on which credit is given to the User and payment is to be made by the User in relation to the supply of goods or services by POAL under an agreement with the User and/or POAL's Standard Terms and Conditions. Any agreement between the User and POAL for the provision of goods and services (whether entered into prior or subsequent to this agreement) shall be deemed to incorporate the provisions of this agreement.

Payment

2. Payment of all invoices for POAL's services will be made in full, no later than the 20th day of the month following the month in which the invoice was issued.
3. Receipt of a cheque, bill of exchange or other negotiable instrument by POAL shall not constitute payment and the buyer shall remain liable for the full price until such cheque, bill of exchange, or negotiable is paid in full.
4. Payments received by POAL may be accepted and applied by POAL in respect of any indebtedness of the User and POAL shall not be bound by any conditions or qualifications attaching to such payments.
5. The User shall pay Goods and Services tax and all other taxes and duties assessed or levied in connection with the supply of the goods or services that may be payable by POAL in respect of the provision of services to the User at the same time as payment for such services is due.

Default in Payment

6. If any amounts payable by the User under this agreement are not paid by the due date, the User will pay to POAL interest at the rate of 1.5% per month on the amount outstanding calculated from the due date until payment is made in full.
7. The User shall indemnify POAL for all legal fees and costs, on an indemnity basis, incurred by POAL with the recovery of any amounts owing by the User under or in connection with this agreement.
8. The User acknowledges that POAL has the absolute right to cancel this credit agreement at any time and without notice, and to require payment for any goods or services rendered by POAL, if POAL, in its sole discretion, thinks fit to do so.
9. Without limiting POAL's rights under clause 8, if POAL at any time deems the creditworthiness of the User to be unsatisfactory, it may require security for payment and may suspend the provision of its services until the provision of sufficient security. All costs and expenses incurred by POAL as a result of such suspension and any recommencement shall be payable by the User on demand.
10. If the User fails to pay for goods or services in accordance with clause 2 hereof, no delay on the part of POAL in taking recovery action or cancelling any contract or contracts with the User shall amount to a waiver or suspension of its rights to do so at the time.

Privacy Act 1993

11. For the purposes of the Privacy Act 1993, the User authorises POAL to provide the User's information to any credit agency or other third party and it authorises any person to complete and furnish to POAL any information as may be required in response to POAL's credit inquiries

Lien

12. In addition to and expressly without waiving or limiting any liens that POAL may have by operation of law or statute, POAL shall have a general lien over the Cargo and Containers and all property of the User for sums due by the User to POAL. POAL will be entitled to sell any property subject to the lien after the expiration of one month notice to the User without prejudice to any other rights and remedies POAL may have.

Initials _____ Date: _____