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# Application for Credit Account

Nature of Organisation:

Sole Trader  Partnership  Limited Company  Trust  Other  \_\_\_\_\_

Trade Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Mobile: ( ) \_\_\_\_\_

Purchase Person \_\_\_\_\_ E-Mail: \_\_\_\_\_

Company Number: \_\_\_\_\_ Business Since: \_\_\_\_\_

No. of Employees: \_\_\_\_\_ Business Activity: \_\_\_\_\_

Estimated Monthly Spending: \_\_\_\_\_

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

1. Full Name: \_\_\_\_\_ 2. Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Contact Person for Accounts: \_\_\_\_\_

Solicitors Name and Address: \_\_\_\_\_

Chartered Accountant Name & Address: \_\_\_\_\_

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1. \_\_\_\_\_ Phone No: \_\_\_\_\_

2. \_\_\_\_\_ Phone No: \_\_\_\_\_

3. \_\_\_\_\_ Phone No: \_\_\_\_\_

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 or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE of CNZ Office Supply which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Proprietor / Partner / Director / Authorised Signatory) Circle One

Full Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Witness (in case of Guarantee):**

Full Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

**OFFICE USE ONLY**

**Account Approved**

By: \_\_\_\_\_ Credit Limit \$ \_\_\_\_\_ Date: \_\_\_\_\_ Account Code: \_\_\_\_\_

# Personal Guarantee and Indemnity

IN CONSIDERATION of CNZ Office Supply and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

\_\_\_\_\_ ("the Buyer")

## **I/WE UNCONDITIONALLY AND IRREVOCABLY:**

- GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
- HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees(as defined hereunder in paragraph b hereof)) incurred by or assessed against the Seller in connection with:
  - the supply of goods and/or services to the Buyer; or
  - the recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to the Sellers nominee's costs of collection and legal costs calculated on a solicitor and own client basis; or
  - moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

## **I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

- This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
  - No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Buyer's obligations to the Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.
  - If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the seller shall each be restored to the position in which they would have been had no such payment been made.
  - This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
  - The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee but have either waived or declined to take independent legal advice. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this guarantee and the subsequent enforcement of the same.
  - I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this guarantee being actioned by the Seller.

### GUARANTOR-1

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### GUARANTOR-2

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- Note:
- If the Buyer is a sole trader or partnership the guarantor(s) should be some other suitable person(s)
  - If the Buyer is a club or incorporated society the guarantor(s) should be the president and secretary or other committee member.