



A Division of KiwiRail Limited, Private Bag, Wellington, New Zealand.

## Credit Application

Please use **BLOCK LETTERS**

Full legal name of customer: \_\_\_\_\_

Trading as (if different from above): \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Physical: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

GST No.: \_\_\_\_\_

Name of Financial Controller: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of Accounts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Nature of the Business: \_\_\_\_\_

Expected monthly average purchases: \$ \_\_\_\_\_ Annual Turnover (approx.) \$ \_\_\_\_\_

Total Assets: \$ \_\_\_\_\_

### Type of Business (Mark one):

Limited Liability Company

Equity: \$ \_\_\_\_\_ Date of Registration: \_\_\_\_\_

Directors (Names and Addresses):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sole Trader or Partnership:

Owners (Names and Private Addresses):

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

Date when business commenced: \_\_\_\_\_

## Terms of this Credit Application by

\_\_\_\_\_ (Print full legal name of Customer)

To KiwiRail Limited (the Company):

I/We hereby apply for you to extend to me/us credit in relation to payment for services provided by you on the terms detailed below:

Full details of our Organisation are set out on Page 1.

I/We acknowledge:

- A. That the approval of this application and the granting of Credit Terms is at the discretion of the Company and no services will be provided until this application is accepted by the Company's Revenue Management Department. Credit Terms granted in accordance with this application may be revoked, extended or changed in any way the Company at any time at its discretion.
- B. Each invoice shall be paid in full by the 20<sup>th</sup> day of the month following the date shown upon it and I/we shall make no deduction in payment of the invoice amount for whatever reason unless that deduction has first been agreed in writing with the KiwiRail Revenue Management Department.
- C. I/We am/are responsible for all charges debited to my/our account in accordance with directions on incidental invoices, consignment notes, tickets or vouchers or any other reason and I/we must pay even if there is:
  1. With respect to freight charges; any dispute between the consignor (Sender) and the consignee (Receiver) as to payment of these charges.
  2. With respect to KiwiRail Ltd Accredited Travel Agents; any dispute between that Agent and their customer as to payment or refund of these charges.
- D. The account holder must examine each account invoice and must notify KiwiRail Revenue Management (phone 0800 808 997) within 30 days of the date of such invoice of any alleged error(s) therein. After such period, the invoice will be deemed for all purposes to be correct and conclusive evidence of the balance of the account as against the account holder and no claim to the contrary by the account holder shall be admissible against KiwiRail Limited.
- E. All services provided by the Company are provided in accordance with the Company's published Terms and Conditions for the carriage of goods, passengers or services provided which terms and conditions I/we acknowledge I/we have been shown and have read and the Company can change these terms and conditions from time to time.
- F. If payment is not made in accordance with the Credit Terms authorised by the Company, the following charges may be imposed:
  1. Penalty Interest, to be determined by the prevailing Bank of New Zealand Corporate Prime Overdraft rate plus 6% may be imposed on any account not paid in accordance with the Credit Terms from the due date of each invoice until payment has been received of all monies due by me / us to the Company.
  2. Costs, including solicitor/client costs, incurred in collecting this debt from the date of default onwards until payment is made.
- G. All payments shall first be applied in reduction of interest and any costs incurred under clause (E), the remaining balance of such payments will then be applied to reduction of any other amounts outstanding under clause (a).
- H. To furnish the Company with copies of my/our Statutory Financial Accounts, or such other financial information the Company may reasonably require, on not less than an annual basis if asked for by the Company. {Note: It is understood that said Financial Reports will be held strictly in confidence}.
- I. The Company is entitled to obtain information from any source when processing this application and I/we authorise the Company to seek and receive any information about me/us relevant to this application with the Privacy Act 1993. Failure to comply with any of these conditions may result in closure of this account. I/We hereby warrant that the information given in the application is true and correct.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ year.

Signed for and behalf of customer: \_\_\_\_\_

### Trade References:

- | Name:    | City/Town: | Phone: |
|----------|------------|--------|
| 1. _____ | _____      | _____  |
| 2. _____ | _____      | _____  |
| 3. _____ | _____      | _____  |



## Guarantee

In consideration of the Company's processing this application to extend Credit to: -

The Customer: \_\_\_\_\_

Full Legal name of Customer: \_\_\_\_\_

At the request of: \_\_\_\_\_ herein after called the  
"Guarantor".

Full names of Guarantor(s):

\_\_\_\_\_  
\_\_\_\_\_

The Guarantor(s) unconditionally guarantees to the Company the due payment of all monies now due or at any time or times hereafter becoming due to the Company by the customer for or on the account of Credit extended or any other obligations owed to the Company and this instrument shall constitute a continuing or standing and unlimited guarantee, and that no granting of time to the above named customer and no waiver, indulgence or neglect to sue on the part of the Company shall impair the liability of the Guarantor hereunder, but as between the Company and the Guarantor, the guarantor shall be deemed to be a principal debtor and liable to the Company accordingly. If there is more than one Guarantor, each Guarantor is severally liable.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ year.

Note: A copy of the above Guarantor's most current Statutory Financial Accounts must accompany this completed form if requested. {It is understood that said Financial Report will be held strictly in confidence}

Signed for and behalf of the above-named Guarantors: \_\_\_\_\_

Name of Guarantor(s) (Print): \_\_\_\_\_

### In the presence of:

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Occupation of Witness: \_\_\_\_\_