Application for credit

**Applicant details** (Please complete all sections)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Legal Entity:***(circle one)* | *Registered Company* |  *Partnership* | *Sole Trader* |  |
| **Registered Name:** |  |
| **Trading Name:** *(if applicable)* |  |
| **Postal Address:** |  |
|  |
| **Registered Office Address:** |  |
|  |
| **Contact Information: *(accounts)*** | **Contact Name:** |  | **Business No:** |  |
| **Mobile No:** |  | **Email:** |  |
| **Email Address** *(statements)* |  |
| **Registration Number:** |  | **Date Incorporated:** |  |
| **NZ Business Number:** |  |
| **Business Classification**: *(circle one)* | *Shipping Line* | *Cargo Owner* | *Landside Operators* | *Seaside Services* | *Other* |
| **Estimated Monthly Spend:** |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name:** | **Address:** | **Phone Number:** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Company Name:** | **Contact Name:** | **Phone Number:** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |

**Trade References** (Minimum of three Companies who will provide a reference at request)

Please complete Page 2 – Declaration and Personal guarantee

**Declaration**

|  |  |
| --- | --- |
| **User name:**  |  |

1. 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.
2. I have read and understood the Terms of Credit and I/the User agree to be bound by the Terms of Credit.
3. For the purposes of the Privacy Act 1993, I authorise PortConnect Ltd 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 PortConnect Ltd any information as may be required in response to PortConnect Ltd credit inquiries.
4. I have been authorised by the directors / partners of the User to convey their consent and,on their behalf,

authorise PortConnect Ltd to provide the directors’ /partners’ personal information to any credit agency or other third

party and authorise any person to complete and furnish to PortConnect Ltd any information as may be required in

response to PortConnect Ltd’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 PortConnect Ltd supplying good and services to

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (User)

on credit at my/our request and PortConnect Ltd entering into this credit agreement, I, the undersigned, jointly and severally with the User, unconditionally and irrevocably, guarantee to PortConnect Ltd, 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 PortConnect Ltd.

For the purposes of the Privacy Act 1993, I authorise PortConnect Ltd to provide my personal information to any credit agency or other third party, and I authorise any person to complete and furnish to PortConnect Ltd any information as may be required in response to PortConnect Ltd 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 PortConnect Ltd under an agreement with the User and/or PortConnect Ltd’s Standard Terms and Conditions. Any agreement between the User and PortConnect Ltd 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

1. Payment of all invoices for PortConnect Ltd’s services will be made in full, no later than the 23rd day of the month following the month in which the invoice was issued.
2. Receipt of a cheque, bill of exchange or other negotiable instrument by PortConnect Ltd 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.
3. Payments received by PortConnect Ltd may be accepted and applied by PortConnect Ltd in respect of any indebtedness of the User and PortConnect Ltd shall not be bound by any conditions or qualifications attaching to such payments.
4. 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 PortConnect Ltd in respect of the provision of services to the User at the same time as payment for such services is due.

Default in Payment

1. If any amounts payable by the User under this agreement are not paid by the due date, the User will pay to PortConnect Ltd interest at the rate of 1.5% per month on the amount outstanding calculated from the due date until payment is made in full.
2. The User shall indemnify PortConnect Ltd for all legal fees and costs, on an indemnity basis, incurred by PortConnect Ltd with the recovery of any amounts owing by the User under or in connection with this agreement.
3. The User acknowledges that PortConnect Ltd 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 PortConnect Ltd, if PortConnect Ltd, in its sole discretion, thinks fit to do so.
4. Without limiting PortConnect Ltd’s rights under clause 8, if PortConnect Ltd 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 PortConnect Ltd as a result of such suspension and any recommencement shall be payable by the User on demand.
5. If the User fails to pay for goods or services in accordance with clause 2 hereof, no delay on the part of PortConnect Ltd 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

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

**Initials**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **PortConnect Ltd Office Use Only:** |
| **BU Manager: PortConnect Ltd** |
| **Signed:**  |  |  |
| **Print Name:**  |  |  |
| **Dated:**  |  |  |
|  |
| **Group Financial Controller** |
| **Signed:**  |  |
| **Print Name:**  |  |
| **Credit Limit:** |  |
| **Dated:**  |  |