



## CREDIT ACCOUNT APPLICATION

### COMPANY BILLING DETAILS

Legal Company Name:

Trading Name (If Different):

Name to appear on Invoices:

Billing Address:

Postcode:

Shipping Address:

Postcode:

### COMPANY BILLING DETAILS

#### MAIN CONTACT

Name:

Position:

Phone:

Email:

Invoices/Statement Email:

#### ACCOUNTS CONTACT

Name:

Phone:

Email:

### COMMERCIAL

Customer Type:  Merchant  Plumber  Installer

Group Housing  Other

Product:  Bathroom & Kitchenware

Central Heating  Plumbing

Expected Monthly Spend:

### COMPANY OWNERSHIP DETAILS

Company Number:  Date Established:

Type of Ownerships:  Sole Trader  Partnership  Company

Trust

**BUSINESS OWNERS**

Full Name:

Full Name:

Full Name:

**TRADE REFERENCES**

Business name 1:  A/C number:

Phone:  Email:

Business name 2:  A/C number:

Phone:  Email:

Business name 3:  A/C number:

Phone:  Email:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Waterware Services Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

Client signature

**OFFICE USE ONLY**

Account open date:  Account code:

Priority:  Cycle:

Reference Check:  Credit Check:

Pricing group:  Credit Limit:

Sales Rep:

Approved By:  Signature:



Schedule 8 of the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Waterware acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Waterware that may result in serious harm to the Client, Waterware will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.

21.2 Notwithstanding clause 21.1, privacy limitations will extend to Waterware in respect of Cookies where the Client utilises Waterware's website to make enquiries. Waterware agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:

- IP address, browser, email client type and other similar details;
- tracking website usage and traffic; and
- reports are available to Waterware when Waterware sends an email to the Client, so Waterware may collect and review that information ("collectively Personal Information")

If the Client consents to Waterware's use of Cookies on Waterware's website and later wishes to withdraw that consent, the Client may manage and control Waterware's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.

21.3 The Client authorises Waterware or Waterware's agent to:

- access, collect, retain and use any information about the Client;
- (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
- for the purpose of marketing products and services to the Client.

- disclose information about the Client, whether collected by Waterware from the Client directly or obtained by Waterware from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

21.4 Where the Client is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 2020.

21.5 The Client shall have the right to request (by e-mail) from the Seller, a copy of the Personal Information about the Client retained by Waterware and the right to request that Waterware correct any incorrect Personal Information.

21.6 Waterware will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

21.7 The Client can make a privacy complaint by contacting Waterware via e-mail. Waterware will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at <http://www.privacy.org.nz>.

## 22. Equipment Hire

22.1 Equipment shall at all times remain the property of Waterware and is returnable on demand by Waterware. In the event that Equipment is not returned to Waterware in the condition in which it was delivered Waterware retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned at all Waterware shall have right to charge the Client the full cost of replacing the Equipment.

22.2 The Client shall:

- keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment;
- not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
- keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Waterware to the Client.

22.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self-insure, Waterware's interest in the Equipment and agrees to indemnify Waterware against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

22.4 Notwithstanding the above clause, immediately on request by Waterware the Client will pay:

- any lost hire charges Waterware would have otherwise been entitled to for the Equipment, under this, or any other hire agreement;
- any insurance excess payable in relation to a claim made by either the Client or Waterware in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers or Waterware's.

22.5 Return of the Equipment ("Return") will be completed when the:

- Equipment is returned by the Client to Waterware's place of business; or
- Waterware takes back possession of the Equipment once collection by Waterware is affected.

## 23. Service of Notices

23.1 Any written notice given under this Contract shall be deemed to have been given and received:

- by handing the notice to the other party, in person;
- by leaving it at the address of the other party as stated in this Contract;
- by sending it by registered post to the address of the other party as stated in this Contract;
- if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- if sent by email to the other party's last known email address.

23.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

## 24. Trusts

24.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Waterware may have notice of the Trust, the Client covenants with Waterware as follows:

- the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
- the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- the Client will not without consent in writing of Waterware (Waterware will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
  - the removal, replacement or retirement of the Client as trustee of the Trust;
  - any alteration to or variation of the terms of the Trust;
  - any advancement or distribution of capital of the Trust; or
  - any resettlement of the trust property.

## 25. General

25.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.

25.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

25.3 These terms and conditions and any contract to which they apply shall be

governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Auckland, New Zealand.

25.4 Except to the extent permitted by law "CGA", Waterware shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Waterware of these terms and conditions (alternatively Waterware's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).

25.5 Waterware may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.

25.6 The Client cannot licence or assign without the written approval of Waterware.

25.7 Waterware may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Waterware's sub-contractors without the authority of Waterware.

25.8 The Client agrees that Waterware may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Waterware to provide Goods/Equipment to the Client.

25.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc., ("Force Majeure") or other event beyond the reasonable control of either party.

25.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.