

# CREDIT APPLICATION FORM

Please complete all sections and read the Terms and Conditions of Trade over the page or attached.

Date: \_\_\_\_\_ Reference Number: \_\_\_\_\_

Clients Trading Name: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ Postcode: \_\_\_\_\_ Postcode: \_\_\_\_\_

**Commercial Clients:**     Sole Trader     Partnership     Company     Trust

Company Number: \_\_\_\_\_ Date Established: \_\_\_\_\_

Contact 1: \_\_\_\_\_ Contact 2: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

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

**Details of:** Owner (If Sole Trader) Partners (If Partnership) Directors (If Company) Trustees (If a Trust)

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

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

ID: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ ID: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Driver Licence, Passport, Birth Certificate) (Driver Licence, Passport, Birth Certificate)

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

**Trade References:**

Business Name: \_\_\_\_\_ Address or Account Number: \_\_\_\_\_

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

Business Name: \_\_\_\_\_ Address or Account Number: \_\_\_\_\_

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

Business Name: \_\_\_\_\_ Address or Account Number: \_\_\_\_\_

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

You certify that all information supplied is true and accurate and that you are authorised to make this application for credit. You have read and understand the Terms and Conditions of Trade (over the page or attached) of Rockshop Quarry Products which form part of, and are to be read in conjunction with this Credit Application Form. You agree to be bound by the Terms and Conditions (over the page or attached) of Rockshop Quarry Products and authorise the use of your personal information as detailed in the Privacy Act 2020 clause.

Signed (Client): \_\_\_\_\_ Date: \_\_\_\_\_ Signed (Witness): \_\_\_\_\_ Date: \_\_\_\_\_

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

Position: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Drivers License No: \_\_\_\_\_ Post Code: \_\_\_\_\_ Drivers License No: \_\_\_\_\_

Signed (Contractor): \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

# PERSONAL GUARANTEE AND INDEMNITY

In consideration of Rockshop Quarry Products (2022) Limited, Rockshop Quarry Products (Patetonga) Limited, Rockshop Quarry Products (Pukekohe) Limited and our successors and assigns 'the Contractor' also referred to as 'we' or 'us' at the request of the Guarantor as is now acknowledged supplying and continuing to supply Materials and Services to:

The 'Client(s)' named in the box above, also referred to as the 'Guarantor(s)', 'you' or 'your' unconditionally and irrevocably:

1. Guarantee punctual payment to us of all money which is now owing to us by you and all further sums of money from time to time owing to us in respect of Materials and Services supplied or to be supplied by us to you or any other liability of you to us, and the due observance and performance by you of all your obligations contained or implied in any contract with us, including but not limited to the Terms & Conditions of Trade signed by you and annexed to this Guarantee and Indemnity. In consideration that we agree to supply the Materials to you, you charge all of your right, title and interest, joint or several, in any land, realty or other assets capable of being charged, owned by you now or in the future, to secure the performance by you of your obligations under these Terms and Conditions including, but not limited to, the payment of any money and you acknowledge that this Personal Guarantee and Indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 (PPSA), and unequivocally consents to us registering any interest so charged. Furthermore, it is agreed by both parties that where you are acting in the capacity as a trustee for a trust, then you agree to charge all your right, title and interest in any land realty, or other assets capable of being charged in your own capacity and in your capacity as trustee and shall be subject to the PPSA Registration as stated above. You irrevocably appoint us and each director of us or our Related Company as your true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on your behalf which we may reasonably require to:
  - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (b) register any other document required to be registered by the PPSA or any other law; or
  - (c) amend a defect in a statement referred to in clause 1(a) or (b)
2. Indemnify us on demand as a separate obligation against any liability (including but not limited to damages, expenses, losses and full legal expenses calculated on a solicitor-client basis) incurred by, or assessed against, us in connection with:
  - (a) the supply of Materials and/or Services to you; or
  - (b) the recovery of any amounts owing to us by you including the enforcement of this Guarantee and Indemnity, and including but not limited to our costs of collection and full legal expenses; or
  - (c) Money paid by us with your consent in settlement of a dispute that arises or results from a dispute between, us, you, and a third party or any combination thereof, over the supply of Materials and/or Services by us to you.
 You further acknowledge:
3. You have received, read and understood our Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
4. 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 all amounts owing to us by you and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on our part (whether in respect of you 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 your obligations to us, each Guarantor shall be a principal debtor and liable to us accordingly.
6. If any payment received or recovered by us is avoided by law such payment shall be deemed not to have discharged the liability of you, and you and we shall each be restored to the position in which they would have been had no such payment been made.
7. 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 all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable), contained in this Guarantee and Indemnity shall bind the Guarantor(s) jointly and severally.
8. You have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. You understand that you are liable for all amounts owing (both now and in the future) by you to us.
9. You irrevocably authorise us to obtain from any person or company any information which we may require for credit reference purposes. You further irrevocably authorise us to provide to any third party, in response to credit references and enquiries about you or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that you may have with us as a result of this Guarantee and Indemnity being actioned by us.
10. The above information is to be used by us for all purposes in connection with us considering this Guarantee and Indemnity and the subsequent enforcement of the same.

Guarantor 1: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Date of Birth: \_\_\_\_\_

  

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

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

Occupation: \_\_\_\_\_

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

Guarantor 2: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Date of Birth: \_\_\_\_\_

  

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

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

Occupation: \_\_\_\_\_

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

If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s). If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member.

**WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**