

**ACCOUNT APPLICATION FORM**

**ENTITY DETAILS:**

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ..... ("the Customer")

(Please tick) Sole Trader  Individual  Partnership  Ltd Company  Other (please state): .....

Trading as: .....

Postal Address: .....

Physical Address: .....

Nature of Business: ..... Years in Business: .....

Telephone: ..... Fax: ..... Email: .....

Contact Name & Position: .....

**OWNERSHIP** please insert Owner(s) / Directors Name(s) in full

1: ..... Address: ..... Date of Birth: .....

2: ..... Address: ..... Date of Birth: .....

IF LIMITED LIABILITY COMPANY - Address of Registered Office: .....

Date of Incorporation: ..... Incorporation No: .....

**FINANCIAL & PROFESSIONAL ADVISORS**

Shareholders Funds: ..... Paid Up: .....

Name of Accountant: ..... Solicitor: .....

Bank: ..... Branch: ..... Acct No: .....

TRADE REFERENCES			
Company	Contact Name	Phone Number	Account open since

**General Description of Goods/Products/Services to be provided:** .....

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Training 4 Safety Limited that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity. And we also give full permission for Training 4 Safety Limited to contact any party whatsoever to gain any credit history information about your organisation or person for the purposes of opening the above account.

Signed ..... Print Name ..... Designation .....

Dated this ..... day of ..... 20 .....

# TERMS OF TRADE

## 1. DEFINITIONS:

- 1.1 "Training 4 Safety" shall mean Training 4 Safety Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing Services from Training 4 Safety.
- 1.3 "Products and Services" shall mean all reports, products, services and advice provided by Training 4 Safety to the Customer and shall include without limitation face to face training, online training and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Training 4 Safety to the Customer.
- 1.4 "Price" shall mean the cost of the Products and Services as agreed between Training 4 Safety and the Customer and includes all disbursements paid to others on the Customer's behalf subject to clause 4 of this contract.

## 2. ACCEPTANCE

- 2.1 Any instructions received by Training 4 Safety from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## 3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Training 4 Safety to make inquiries of any party about the Customer and to collect, retain and use any information about the Customer for the purpose of assessing the Customer's credit worthiness (including ongoing credit worthiness), enforcing any rights under this contract, or marketing any Products and Services provided by Training 4 Safety to any other party.
- 3.2 The Customer authorises Training 4 Safety to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

## 4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Training 4 Safety at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Training 4 Safety between the date of the contract and delivery of the Products and Services.

## 5. PAYMENT

- 5.1 Payment for Products and Services shall be made in full on or before the 20<sup>th</sup> day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Training 4 Safety in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

## 6. QUOTATION

- 6.1 Where a quotation is given by Training 4 Safety for Products and Services:
  - 6.1.1 Unless otherwise agreed the quotation shall be valid for ninety (90) days from the date of issue; and
  - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
  - 6.1.3 Training 4 Safety reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products and Services.

## 7. AGENCY

- 7.1 The Customer authorises Training 4 Safety to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.
- 7.2 Where Training 4 Safety enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

## 8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Products and Services supplied by Training 4 Safety passes to the Customer only when the Customer has made payment in full for all Products and Services provided by Training 4 Safety and of all other sums due to Training 4 Safety by the Customer on any account whatsoever. Until all sums due to Training 4 Safety by the Customer have been paid in full, Training 4 Safety has a security interest in all Products and Services.
- 8.2 If the Products and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with Training 4 Safety until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be assigned to Training 4 Safety as security for the full satisfaction by the Customer of the full amount owing between Training 4 Safety and Customer.
- 8.3 The Customer gives irrevocable authority to Training 4 Safety to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer or before default if Training 4 Safety believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. Training 4 Safety shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Training 4 Safety may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as Training 4 Safety reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Products and Services are retained by Training 4 Safety pursuant to clause 8.4 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 8.5 The following shall constitute defaults by the Customer:
  - 8.5.1 Non-payment of any sum by the due date.

- 8.5.2 The Customer intimates that it will not pay any sum by the due date.
  - 8.5.3 Any Products and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products and Services.
  - 8.5.4 Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to Training 4 Safety remains unpaid.
  - 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
  - 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
  - 8.5.7 Any material adverse change in the financial position of the Customer.
- 8.6 If the Credit Repossession Act applies to any transaction between the Customer and Training 4 Safety, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

## 9. DISPUTES

- 9.1 No claim relating to Products and Services will be considered unless made within fifteen (15) working days of supply.

## 10. LIABILITY

- 10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Training 4 Safety which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Training 4 Safety, Training 4 Safety's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 10.2 Except as otherwise provided by clause 10.1, Training 4 Safety shall not be liable for:
  - 10.2.1 Any loss or damage of any kind whatsoever, arising from the supply of reports and services to the Customer by Training 4 Safety, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Training 4 Safety to the Customer; and
  - 10.2.2 The Customer shall indemnify Training 4 Safety against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Training 4 Safety or otherwise, brought by any person in connection with any matter, act, omission, or error by Training 4 Safety its agents or employees in connection with the Products and Services.
- 10.3 If, contrary to the disclaimer of liability contained in these terms and conditions of trade, Training 4 Safety is deemed to be liable to the Customer, following and arising from the supply of Reports & Services by it to the Customer, then it is agreed between Training 4 Safety and the Customer that such liability is limited in its aggregate to \$500.00.

## 11. COPYRIGHT AND INTELLECTUAL PROPERTY

- 11.1 Training 4 Safety, owns and has copyright in all reports, work, systems, solutions, drawings, designs, specifications, electronic data and documents produced by Training 4 Safety in connection with the Products and Services provided pursuant to this contract and the customer may use the Products and Services only if paid for in full and for the purpose for which they were intended and supplied by Training 4 Safety.

## 12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from Training 4 Safety for the purposes of a business in terms of section 2 and 43 of that Act.

## 13. MISCELLANEOUS

- 13.1 Training 4 Safety shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 13.2 Failure by Training 4 Safety to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Training 4 Safety has under this contract.
- 13.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.4 Training 4 Safety will endeavour to fulfil their contractual agreement and expect the Client will do the same. Any disputes will be prioritised to resolve as soon as reasonably possible; however should any dispute be unable to be resolved, termination of the contract/agreement may occur. The terminating party must give a reasonable amount of time unless otherwise stated.