



Refuse Disposal Account Application

Complete this form in order to apply for credit with Waitaki District Council. You will be advised in writing if your application is approved. Your account number and credit limit will be advised at that time.

Please print details clearly.

Section 1: Customer Details

Name	<input type="text"/>		
Postal Address	<input type="text"/>		
Phone	<input type="text"/>	Mobile	<input type="text"/>
		A/H	<input type="text"/>
Fax	<input type="text"/>	Email	<input type="text"/>
Bank	<input type="text"/>	Branch	<input type="text"/>
Customer type (tick one)	<input type="checkbox"/> Business/Organisation . complete Sections 1- 5 <input type="checkbox"/> Individual . complete Sections 1, 4, 5 and enter date of birth: <input type="text"/>		

Section 2: Business Details (for businesses and organisations only)

Nature of Business	<input type="text"/>		
Date Incorporated	<input type="text"/>		
Name and Address of Directors, Partners, Trustees, or equivalent			
1	<input type="text"/>	Address	<input type="text"/>
		Phone	<input type="text"/>
2	<input type="text"/>	Address	<input type="text"/>
		Phone	<input type="text"/>
3	<input type="text"/>	Address	<input type="text"/>
		Phone	<input type="text"/>
Trade References (The Council is authorised to contact these references.)			
1	<input type="text"/>	Contact	<input type="text"/>
		Phone	<input type="text"/>
2	<input type="text"/>	Contact	<input type="text"/>
		Phone	<input type="text"/>
3	<input type="text"/>	Contact	<input type="text"/>
		Phone	<input type="text"/>

Section 3: Guarantor Details (If the customer is a company or an incorporated society, a Guarantee and Indemnity must also be completed.)

Name	<input type="text"/>		
Phone	<input type="text"/>	Mobile	<input type="text"/>
		A/H	<input type="text"/>
Postal Address	<input type="text"/>		
Email	<input type="text"/>		

Section 4: Account Contact Details

Account Contact Person (if different from section 1)	<input type="text"/>		
Phone	<input type="text"/>	Mobile	<input type="text"/>
		A/H	<input type="text"/>
Postal Address	<input type="text"/>		
Email	<input type="text"/>		

Section 5: Declaration and Signature

Read the following and **sign** below.

TERMS AND CONDITIONS OF PAYMENT

1. The Customer will pay the Council for the goods or services by the 20th day of the month following the date the invoice is issued.
2. Where payment is not made in accordance with clause 1 the Customer agrees to pay the Council:
 - 2.1 Interest calculated daily at the rate of 15% per annum on all overdue amounts from the date of default until all overdue amounts are paid to the Council.
 - 2.2 All costs and expenses (including debt collection fees or legal fees), incurred by the Council in seeking to recover the overdue amount.
 - 2.3 An administrative fee of either 10% of the overdue amount or \$300 (whichever is less) as a contribution towards the Council's internal administrative costs incurred in seeking to recover the overdue amount.
3. Under no circumstances will the Customer be entitled to withhold any monies which are due and owing to the Council.
4. The Council is entitled to apply all payments received from the Customer, first in reduction of interest and costs and then in reduction of any amounts invoiced.
5. Payment shall become immediately due without notice if:
 - 5.1 The Customer commits a breach of this agreement.
 - 5.2 The Customer is a company, a liquidator, receiver, or a statutory manager is appointed or the company amalgamates without the prior written approval of Council.
 - 5.3 Any judgment against the Customer remains unsatisfied for 7 or more days.
 - 5.4 The Customer becomes insolvent, makes an assignment or compromise for the benefit of its creditors or ceases to carry on business.
6. If any person uses the Customer's account, the Customer will be liable for all amounts outstanding under this agreement.
7. The Customer will notify the Council of any change of address or account details by contacting the Council in writing.

Variation by Council

8. The Council can vary this agreement at any time by sending the Customer and Guarantor written notice of the proposed variations. If the Customer and Guarantor do not confirm in writing that they do not accept the proposed variations within 21 days from the date on which the written notice is sent, then the proposed variations will apply. If the Customer or Guarantor does not accept the proposed variations, then the Council can terminate this agreement by giving 7 days notice and all amounts owing under the agreement become payable immediately.

Consumer Guarantees Act 1993

9. Where the Customer is a business, the Customer confirms the supply of goods or services is for business purposes and the Consumer Guarantees Act 1993 will not apply.

Privacy Act 1993

10. The Customer and Guarantor understand the Council is collecting the information in this application form for the purposes of credit approval, establishing credit limits and administering the Customer's account. This may require information to be provided to other business units within the Council, the Council's solicitors, external debt collection agencies, credit reporting and other agencies required from time to time to be involved in the administration of the Customer's account or enforcement of this agreement and/or guarantee. The Customer and Guarantor authorise any person or company to provide the Council with such information as the Council may require to administer and enforce this agreement and/or guarantee.

11. The Customer authorises the Council to release to the Guarantor or the Guarantor's solicitors any information the Council holds in respect of:
- 11.1 The purposes for which credit has been requested by the Customer;
 - 11.2 The current amount of the Customer's indebtedness to the Council;
 - 11.3 The amount of credit available to the Customer;
 - 11.4 The amount of any new credit facility requested by the Customer.

The Council's Role as Local Authority

12. The Council is a Local Authority that has regulatory functions and obligations. This agreement cannot affect or derogate from any such functions and obligations.

Health & Safety

13. All persons entering Landfill or Resource Recovery Park sites do so at their own risk to their vehicle or self. All care will be taken to minimise risks. All persons entering a Landfill or Resource Recovery Park site, must comply with the Health & Safety Act 1992.

DECLARATION

The Customer agrees that where the Waitaki District Council (the Council) supplied the Customer with goods and/or services, the following terms and conditions will apply:

- the Terms and Conditions of Payment
- the Guarantee and Indemnity (if applicable)
- any additional Terms and Conditions agreed in writing between the Council and the Customer.

Where the Customer is a business or organisation identified in Section 2 of this agreement, the Customer declares that credit granted under this agreement is to be used for business and/or investment purposes.

Where the Customer is a company or incorporated society and the Council requires a guarantee, the Customer will ensure that the Guarantor guarantees to the Council the performance of all obligations and all payments due under this agreement. The Customer acknowledges that credit will not be given under this agreement until such a guarantee is executed.

I confirm that I have read and understand the terms and conditions of payment of this agreement..

Customer Signed Date

Customer Name Position

Phone Mobile A/H

Email Address

Customer Name Position

Phone Mobile A/H

Email Address

OFFICE USE ONLY

Business Unit to complete **Note** to Council Staff: Please submit a copy of this form to Accounts Receivable.

Requested By	<input type="text"/>	Credit Limit \$	
Position	<input type="text"/>	\$	<input type="text"/>
Cost Centre	<input type="text"/>	Sub Code	<input type="text"/>
Signed	<input type="text"/>		
Application	<input type="checkbox"/> Approved <input type="checkbox"/> Declined		
Important: Management Board Member approval is required when the customer has altered the terms and conditions of this form.			
Management Board Member Name:	<input type="text"/>		
Signed	<input type="text"/>		

Accounts Receivable to complete

Credit/Company check conducted by	<input type="text"/>	Signed	<input type="text"/>
Credit Check:	<input type="checkbox"/> Approved <input type="checkbox"/> Declined		