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# **ACCOUNT APPLICATION FORM**

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**Waterpro Environmental Ltd**  
**“WaterPro”**

**CUSTOMER DETAILS:**

Type: *(Tick applicable box)*

Sole Trader     Company     Trust     Partnership     Other: *(Please specify)* \_\_\_\_\_

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

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

Principal(s): *(Note the full legal names of all directors, trustees, partners, or other principals of the customer)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(the detail in the Legal Name field will be the **Customer** for the purposes of WaterPro's standard terms of trade unless the Customer is a trust, in which case the Customer will be the trustees of the trust as recorded in the Name of Principal(s) field)*

**CONTACT DETAILS:**

Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_

Direct Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Accounts Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

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

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

**BUSINESS DETAILS:**

Main Activities: \_\_\_\_\_

Date Started: \_\_\_\_\_ Trading History: \_\_\_\_\_ Years \_\_\_\_\_ Months

GST Registration Number: \_\_\_\_\_ Entity Number: \_\_\_\_\_

Accountants: \_\_\_\_\_

Bank Name & Branch: \_\_\_\_\_

Estimated Monthly Purchase Amount: \_\_\_\_\_

Preferred Branch of WaterPro Auckland or Christchurch: \_\_\_\_\_

**TRADE REFERENCES:** *(List only businesses you have trade with for at least 6 months, excluding services accounts e.g. electricity)*

Reference 1:    Name: \_\_\_\_\_    Phone: \_\_\_\_\_  
                  Address or Branch: \_\_\_\_\_

Reference 2:    Name: \_\_\_\_\_    Phone: \_\_\_\_\_  
                  Address or Branch: \_\_\_\_\_

Reference 3:    Name: \_\_\_\_\_    Phone: \_\_\_\_\_  
                  Address or Branch: \_\_\_\_\_

**DECLARATION AND ACKNOWLEDGEMENT**

The Customer (**you or your**) declares and acknowledges as follows:

- 1. **Offer:** By completing and returning this Application Form and signing this Declaration and Acknowledgement, you are offering to enter into a contract with Waterpro Environmental Ltd(**WaterPro, our, us, or we**) that, if accepted, will be subject to our standard terms of trade (**Terms of Trade**). We reserve the right to reject that offer in our absolute discretion.
- 2. **Acceptance:** If we accept your offer, you agree that you will be immediately bound by the Terms of Trade, as varied or replaced from time to time. You confirm that you have been provided with a copy of our current Terms of Trade and have understood their contents. Our acceptance of your offer will be deemed to have been given only when an authorised representative of WaterPro countersigns this Declaration and Acknowledgement.
- 3. **Information Provided:** The information provided in the Application Form is correct and complete in all material respects. If there is any change to the information you have provided in the form, you will immediately notify us in writing. You acknowledge that we will rely on the information provided in determining whether to accept your offer.
- 4. **Further Information:** You authorise any person or company to provide us with such credit or other information about you as we may require. You also authorise us to collect personal information (as defined in the Privacy Act 1993) from the trade referees named the Application Form and from any credit reporting agency. You acknowledge that any information we collect about you is collected in connection with your business, for considering the application, and for all purposes in connection with WaterPro marketing products and services in New Zealand. You consent to us disclosing any information we collect about you to credit reference and debt collection agencies as part of information exchanges with them.
- 5. **Multiple Applicants:** Where there is more than one Customer, each Customer will be jointly and severally liable to us for all of the Customer's obligations to WaterPro

**Signed** on behalf of the **Customer** by:

\_\_\_\_\_  
Name of Authorised Signatory

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Position of Authorised Signatory

\_\_\_\_\_  
Date Signed

**Countersigned** on behalf of **WaterPro** by:

\_\_\_\_\_  
Name of Authorised Signatory

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Position of Authorised Signatory

\_\_\_\_\_  
Date Signed

**GUARANTEE AND INDEMNITY**

The Guarantor(s) named below accept the terms of the Guarantee and Indemnity set out in the schedule to this Application Form.

**Executed and delivered as a deed:**

**Dated:** \_\_\_\_\_

**Signed** by Guarantor 1:

\_\_\_\_\_  
Name of Guarantor 1

\_\_\_\_\_  
Signature of Guarantor 1

**Signed** by Guarantor 2:

\_\_\_\_\_  
Name of Guarantor 2

\_\_\_\_\_  
Signature of Guarantor 2

**Witnessed** by: *(Guarantor signatures must be witnessed)*

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

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

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Occupation of Witness

## TERMS OF GUARANTEE AND INDEMNITY

### 1. ALL OBLIGATIONS

Each Guarantor guarantees the due performance by the Customer of all the Customer's obligations to WaterPro, including, but not limited to, the Customer's obligations under WaterPro's terms of trade (**Terms**).

### 2. PRINCIPAL DEBTOR

Each Guarantor is liable under this guarantee as a principal debtor and not merely as a surety.

### 3. NO DISCHARGE

No Guarantor is to be discharged, nor are any obligations of the Guarantor to be affected, by anything that, but for this clause, would or might have discharged a Guarantor or affected the Guarantors' obligations, including, but not limited to:

- 3.1. **No waiver:** any time, indulgence, waiver, or consent, whenever given to the Customer or any other person;
- 3.2. **Amendment:** an amendment to the obligations guaranteed under this Guarantee, or to another security interest, guarantee, indemnity or other agreement (whether or not that amendment might increase the liability of a Guarantor under this Guarantee or otherwise);
- 3.3. **Demand:** the making of, or failure to make, a demand on the Customer or another person for payment;
- 3.4. **Termination event:** the dissolution, amalgamation, change in status, constitution or control, reconstruction or reorganisation, death, bankruptcy, or insolvency of any party or person (or the commencement of steps to effect the same);
- 3.5. **Severability:** the illegality, invalidity, unenforceability of, or defect in, a provision of the obligations guaranteed under this Guarantee for any reason whatsoever, and whether or not such illegality, invalidity, unenforceability, or defect is known by WaterPro; or
- 3.6. the:
  - (a) failure to obtain, or the failure of a person to execute or otherwise be bound by;
  - (b) enforcement of, or failure to enforce; or
  - (c) release of a party from,the obligations guaranteed under this guarantee or another security interest, guarantee, indemnity, or other agreement between WaterPro and the Customer.

### 4. PAYMENT

Each Guarantor jointly and severally, unconditionally and irrevocably, guarantees the payment by the Customer of all monies due and owing by the Customer to WaterPro, including, but not limited to, all monies due and owing by the Customer under the Terms.

### 5. DEMAND

Each Guarantor unconditionally and irrevocably undertakes that if, for any reason, the Customer does not pay any amount owing to WaterPro when due, the Guarantor will pay that amount to WaterPro immediately on demand. Each Guarantor acknowledges that a demand for payment may be made against a Guarantor without any such demand being made on the Customer.

### 6. INDEMNITY

Notwithstanding anything contained in this Guarantee or any document between the Customer and WaterPro, if any obligation of the Customer is not enforceable against a Guarantor or the Customer for any reason, then each Guarantor indemnifies WaterPro in respect of any loss incurred by WaterPro directly or indirectly as a result of the Customer's failure to perform any obligation owed to WaterPro, including, but not limited to, under the Terms.

### 7. CONTINUING GUARANTEE

Each Guarantor's obligations under this Guarantee are:

- 7.1. **Continuing security:** by way of continuing security, notwithstanding intermediate payments, settlement of accounts or payments or any other matter or thing whatsoever;

7.2. **No merger:** in addition to, are not merged in, and are without prejudice to, any security interest, guarantee, indemnity, or other agreement, in favour of any person, whether from a Guarantor or otherwise; and

7.3. **Discharge:** to remain in full force and effect until the execution by the Customer of an unconditional discharge of the Guarantor's obligations under this Guarantee.

**8. TIME OF THE ESSENCE**

Time will be of the essence in relation to any matter or thing required to be done by a Guarantor, including but not limited to, the payment of any money or the performance of any obligation under this Guarantee.

**9. ENFORCEMENT EXPENSES**

Each Guarantor will pay, on demand, all costs and expenses (including all taxes and legal expenses on a solicitor/client basis) sustained or incurred by WaterPro as a result of the exercise of, or in protecting or enforcing or otherwise in connection with, its rights under this Guarantee.

**10. ASSIGNMENT**

This Guarantee is binding upon all parties and their respective successors, and in the case of WaterPro its assignees or transferees. No Guarantor may assign any rights or novate any obligations under this Guarantee without the prior written consent of WaterPro, and only then in accordance with any terms and conditions WaterPro may impose as a condition of its consent.

**11. INDEPENDENT LEGAL ADVICE**

Each Guarantor has either obtained independent legal advice or waived the right to obtain independent legal advice before executing this Guarantee.

**12. GOVERNING LAW AND JURISDICTION**

This Guarantee is governed by the laws of New Zealand. The courts of New Zealand will have non-exclusive jurisdiction to resolve disputes in connection with this Guarantee.