

PORTSMOUTH

A DIVISION OF PARK ROAD POST PRODUCTION LTD

PORTSMOUTH
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CREDIT ACCOUNT APPLICATION FORM

Applicant's Name: _____

Registered Company Name & Number: _____

Postal Address: _____

Physical Address: _____

Phone: _____ Email: _____

Accounts Contact Name: _____

Phone: _____

Bank Name & Branch: _____

Expected Annual Purchases: _____

Ownership: (Owner(s)/Directors Name(s))

1 Name: _____

Address: _____

2 Name: _____

Address: _____

3 Name: _____

Address: _____

Trade References:

Company:

Contact Name:

Phone No:

1. _____

2. _____

3. _____

TERMS AND CONDITIONS

- 1. Payment**
 - 1.1 Unless otherwise agreed all equipment supplied must be paid for in full at the time of [uplift by the Customer]/(before seven days following the date of the invoice)* ("the due date").
**delete as applicable*
 - 1.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month and will if so charged be paid by the customer.
 - 1.3 The Customer shall on demand pay or reimburse Portsmouth for any expenses, disbursements or legal costs incurred in the enforcement of any rights powers or remedies in relation to these terms and conditions including without limitation any reasonable lawyers' fees, other legal and court costs and debt recovery expenses.
 - 1.4 A deposit may be required before the provision of any equipment under this Agreement.
- 2. Disputes**
 - 2.1 No claim relating to equipment supplied will be considered unless made within seven days of uplift of the equipment.
 - 2.2 In the event of any dispute or difference arising between the parties in respect of any matter concerning these terms and conditions the parties shall in good faith in the first instance use their best efforts to resolve the matter themselves.
 - 2.3 In the event that the parties are not able to resolve the matter themselves the parties may agree upon a formal mediation to be conducted by a mediator acceptable to both parties with the costs being shared equally by the parties.
 - 2.4 In the event that the parties do not agree upon the appointment of a mediator within a reasonable time or the parties are unable to resolve the dispute by mediation the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.
- 3. Period of Hire**
 - 3.1 The period of hire shall be calculated on a depot to depot basis and shall therefore be the elapsed time in any day from the time of the delivery of the equipment to the Customer at Portsmouth's depot to the time of redelivery to by the Customer back to the depot on any other day. Hire shall be charged accordingly.
- 4. Personal Guarantee of Company Directors or Trustees**
 - 4.1 If the Customer is a company or trust, the director or trustee signing this agreement in consideration of Portsmouth agreeing to supply equipment signs this Agreement in their personal capacity and jointly and severally personally guarantees an undertaking to Portsmouth for payment of any of the moneys now or in the future owed by the Customer to Portsmouth.
 - 4.2 Any personal guarantee made by any party shall not exclude the Customer in any way from the liabilities and obligations contained in this Agreement. The guarantors and the Customer shall be jointly and severally liable under the terms and conditions of this Agreement.
- 5. Termination**
 - 5.1 Portsmouth may immediately and without notice terminate this Agreement if:
 - The Customer fails to pay any money due or to perform any of its obligations under these terms and conditions;
 - Portsmouth believes on reasonable grounds that the Customer is about to breach or has breached any of these terms and conditions and that such breach may endanger any personal property;
 - The equipment is destroyed or damaged to such an extent that it is inoperable or unsafe for use;
 - The Customer does anything that in Portsmouth's reasonable opinion prejudices Portsmouth's rights in the equipment under this Agreement;
 - The Customer, if a company, is insolvent or goes into receivership, administration or liquidation or makes an application to liquidate or a gives notice of intention to propose a resolution to liquidate is presented to the Customer; or
 - The Customer if a natural person is insolvent becomes bankrupt or dies.
- 5.2 Any such termination shall be without prejudice to the rights of Portsmouth in respect of any breach of these terms and conditions.
- 6. Personal Property Securities Act 1999 ("the Act")**
 - 6.1 The Customer shall not grant or allow creation or subsistence of any security interest (as defined in the Act) over or in respect of the equipment.
 - 6.2 If in Portsmouth's sole and unfettered discretion the length of the hire and/or the value of the equipment hired warrants Portsmouth registering a security interest with respect to that equipment the Customer must indemnify Portsmouth for all registration and other fees properly connected with the security. That cost shall form part of the price paid by the Customer for the hire of the equipment under this Agreement.
- 7. Insurance**
 - 7.1 Portsmouth may at its own expense arrange and maintain such insurance as it, in its discretion, considers is required with respect to the equipment including without limitation public liability insurance in such amount as Portsmouth considers appropriate in the circumstances.
 - 7.2 During the course of hire the Customer shall not do or fail to do anything that might allow the insurance cover maintained by Portsmouth or any claims under that insurance cover to be cancelled or refused.
- 8. Notice of Damage to Equipment**
 - 8.1 If the equipment is damaged in any accident or incident the Customer must give immediate notice of that by telephone to Portsmouth and within 3 working days provide full details of the accident or incident in writing to Portsmouth.
- 9. Warranties by Portsmouth**
 - 9.1 Portsmouth makes no warranty or representations as to the state, quality or fitness of the equipment for any purpose and no such warranty shall be implied by the description of the equipment and in the body of this Agreement.
- 10. Cancellation Fee**
 - 10.1 In the event of cancellation by the customer, Portsmouth retains the right to charge a cancellation fee being the equivalent of the costs incurred by Portsmouth as a result of the cancellation including any equipment fees foregone by Portsmouth as a result of reserving the equipment for hire under this Agreement for the Customer.
- 11. Return of Equipment**
 - 11.1 The hirer or its authorised agent must be present when Portsmouth checks the equipment back into the possession of Portsmouth. In the event that the Customer fails to be present they cannot be entitled to subsequently dispute the amount of or condition of the equipment as recorded by Portsmouth at the time of return.
- 12. Care of Equipment**
 - 12.1 The Customer shall (a) operate the equipment in accordance with all applicable manufacturers' instructions, best industry practice and any applicable laws (b) take proper care of the equipment and indemnify Portsmouth against any damage or loss or from theft i.e. an insured loss.
 - 12.2 The Customer warrants that it is competent and qualified to use the equipment in the way for which it was designed.
 - 12.3 Any failure of equipment arising from misuse by the Customer shall not in any circumstances be deemed to shorten the period of hire.
 - 12.4 Portsmouth is not liable for any kind of loss suffered by the Customer or any liability incurred by the Customer as a result of breakdown or failure of equipment howsoever caused.
- 13. Waiver**

No waiver by Portsmouth of the breach of any provision of this Agreement shall be deemed to be a waiver of any prior or later breach of the same or similar nature by the Customer.
- 14. Miscellaneous**
 - 14.1 No amendment to these terms and conditions will be effective unless it is in writing and signed by both parties.
 - 14.2 No other party may assign transfer or deal in any manner with the benefit or burden of these terms and conditions without the prior consent of the other party.
 - 14.3 This Agreement shall constitute the entire agreement between the parties and supersedes all other agreements between the parties whether written or oral.