

Company Name if  
account for a Company

**ACCOUNT APPLICATION FORM**

**Full legal name of Entity** (i.e. not trading name): \_\_\_\_\_ (“the applicant”)

(Please tick) Ltd Company  Individual  Sole trader  Partnership  Other (please state): \_\_\_\_\_

Trading as: \_\_\_\_\_ Accounts Email: \_\_\_\_\_

Physical address: \_\_\_\_\_ Postal address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Nature of business: \_\_\_\_\_ Years in business: \_\_\_\_\_ . Driver’s licence no: \_\_\_\_\_

Contact name & position: \_\_\_\_\_

Phone No: \_\_\_\_\_ .Mobile No: \_\_\_\_\_ .Fax No: \_\_\_\_\_

**If a limited liability company** - address of registered office: \_\_\_\_\_

Date of incorporation: \_\_\_\_\_ Incorporation no: \_\_\_\_\_

**Ownership:** Full details of Directors:

1 Name: \_\_\_\_\_ Address: \_\_\_\_\_ .Phone no: \_\_\_\_\_

2 Name: \_\_\_\_\_ Address: \_\_\_\_\_ .Phone no: \_\_\_\_\_

**Financial & professional advisors**

Name of accountant: \_\_\_\_\_ Solicitor: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Acct No: \_\_\_\_\_

Trade References			
Company	Contact name	Phone number	Account open since

**General description of products and services to be provided:** \_\_\_\_\_

(Please tick) **Are you interested in** Hireage  and /or Sales

**I warrant to Kenderdine Electrical Ltd T/A Kenderdine Entertainment Lighting:**

1. that the above information is to the best of my knowledge, information and belief true and correct; and
2. that I have carefully read and agree to be bound by the terms and conditions as printed overleaf; and
3. that I am duly authorised to make this credit account application on behalf of the applicant and of anyone duly authorised to enter into future contracts on behalf of the applicant.

**I also acknowledge that pursuant to the personal guarantee contained in the terms and conditions that I am also signing this application form in my personal capacity.**

Signed \_\_\_\_\_ Print name \_\_\_\_\_ Position \_\_\_\_\_

Dated this ..... \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**If the applicant is a company then this application form must be signed by a company director of the company.**

**Remember to sign the back of this form as well**

## Terms and Conditions

### 1. What is the purpose of this contract?

- 1.1 This contract sets out the terms and conditions that apply when **Kenderdine Electrical Ltd T/A Kenderdine Entertainment Lighting** (“we”, “us” and “our”) supply you (“you” and “your”) with **products and services**.
- 1.2 If any of these terms and conditions vary or conflict with any terms and conditions imposed by you, then these terms and conditions shall prevail.

### 2. What information about you can we collect?

- 2.1 You agree that we may obtain information about you to assess your credit worthiness, enforce any rights under this contract.
- 2.2 You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.
- 2.3 You may access any information that we hold about you and ask us to correct any mistakes in it.

### 3. What are our products and services?

- 3.1 In these terms and conditions “**products and services**” means and includes, without limitation, the following:

- the supply, installation, servicing and maintenance of entertainment lighting products and applications; and
- the hire of equipment; and
- all products and services identified in any order form, supply request, email, prep sheet, quotation, job sheet, invoice or “payment claim” issued by us to you, such documents being deemed to be incorporated into and forming part of our contract with you.
- all inventory supplied to you.

### 4. What is the price?

- 4.1 The price of the **products and services** is as agreed between you and us.
- 4.2 If no price is stated in writing the **products and services** will be treated as supplied at the current amount that we supply those **products and services** at the time of our contract with you.

### 5. What and when must you pay us?

- 5.1 You agree to pay us as follows:
- on or before the 20<sup>th</sup> day of the month following the date of our invoice (“the due date”);
  - we may invoice you by way of “payment claims” made pursuant to the Construction Contracts Act 2002 (“the Act”);
  - with respect to invoices or “payment claims” not paid by their due date, we may charge interest on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
  - you agree to pay any costs, including debt collection and legal costs, that we may incur as a consequence of having to enforce any of our rights contained in our contract with you; and
  - you further agree that invoices and “payment claims” may be served on you by email.

### 6. What happens when we give you a quotation?

- 6.1 When we give a quotation for **products and services**:
- unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
  - where **products and services** are required in addition to the quotation, you agree to pay for the additional cost of such **products and services**;

### 7. When are you responsible for products supplied?

- 7.1 We are responsible for products ordered by you only until they are picked up by you or are given to you or delivered to your site by us or our carrier agent. Thereafter you are responsible for insurance.
- 7.2 The time stated for delivery is an estimate only and we are not responsible for any delay.

### 8. What security rights do we have?

- 8.1 Until you have paid us in full for products supplied, we retain ownership of the products we have supplied you.
- 8.2 Until you have paid us in full for the products supplied, it is agreed that pursuant to the Personal Property Securities Act 1999, we have a security interest in all products supplied by us to you.

### 9. What is the limitation on our liability?

- 9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Sales of Goods Act 1908 and other statutes may imply guarantees, warranties or conditions or impose obligations upon us that cannot by law be excluded (“the statutory requirements”).
- 9.2 However subject to the statutory requirements, it is agreed by you that we will not be liable for any loss or damage of any kind whatsoever, arising from the supply of **products and services** by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) or otherwise.

### 10. What rights do we have to cancel this contract?

- 10.1 In addition to any other entitlements we may have to suspend or cancel our contract with you, we have the right by notice to suspend or cancel any part of any contract for the supply of **products and services** to you, if you fail to pay any sum owing to us after the due date.
- 10.2 Any cancellation or suspension will not affect our entitlement to claim for any money due at the time of cancellation or suspension or any other legal rights we have.

### 11. Does a personal guarantee apply?

- 11.1 If you are a company or a trust:
- the director or trustee signing this contract, in consideration for us agreeing to supply **products and services** and grant credit to the company or the trust, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us and to indemnify us against non-payment;
  - any personal liability of a company director or trustee will not exclude the company or trust from the liabilities and obligations contained in this contract.

### 12. What also are you agreeing to?

- 12.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 12.2 If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 12.3 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_