

# APPLICATION TO OPEN/CONTINUE TO OPERATE AN ACCOUNT

## SECTION A

NAME: \_\_\_\_\_ NZBN.: \_\_\_\_\_

BUSINESS OR TRADING NAME: \_\_\_\_\_ NZBN.: \_\_\_\_\_

NZ COMPANY   
  OVERSEAS COMPANY   
  TRUST   
  PARTNERSHIP   
  SOLE TRADER   
  OTHER (please specify)

REGISTERED OFFICE: \_\_\_\_\_ Postcode \_\_\_\_\_

NZBN OF TRUST: \_\_\_\_\_ NZBN OF TRUSTEE: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_ Postcode \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_ Postcode \_\_\_\_\_

TELEPHONE No.: \_\_\_\_\_ FACSIMILE No.: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

MONTHLY CREDIT REQUIRED: \$ \_\_\_\_\_ PAYMENT METHOD:   
 EFT    
 CREDIT CARD    
 OTHER

	NAME	ADDRESS	D.O.B.	DRIVER'S LIC.
NAMES AND ADDRESS(ES) OF				
DIRECTORS/PARTNERS				
SHAREHOLDERS				

## SECTION B TRADE REFERENCES:

	NAME	ADDRESS	TELEPHONE No.	EMAIL
1				
2				
3				

## SECTION C

I/We hereby apply to open/continue to operate an account with APL Kwikform (pty) Ltd. (trading as APL Kwikform and/or United Scaffolding Group)

I/We acknowledge that I/we have read and understood the Terms and Conditions available at <https://www.aplkwikform.co.nz/AboutUs/terms-conditions.aspx> and is subject to review and/or re-assessment from time to time as necessary. Should APL Kwikform agree to supply me/us with equipment and/or services, then all such transactions will be subject to the Terms and Conditions unless APL Kwikform agrees otherwise in writing.

I/We warrant and represent that all of the information set out in this application is true and correct and that I/We have not omitted or withheld any information which would or might be material to APL Kwikform in making a decision to grant credit or supply equipment or labour to an intended customer.

I am/we are not aware of any facts or circumstances which, if made known to APL Kwikform, would result in APL Kwikform not opening an account for me/us or granting credit to me/us or agreeing to supply me/us with equipment and/or labour.

I/We hereby authorise APL Kwikform to make such enquiries as it considers relevant or necessary to decide whether or not to accept this application.

This application will contain information about individuals and APL Kwikform is required to handle that information in accordance with the Privacy Act 1993 and other relevant privacy laws. Accordingly, I acknowledge and understand that:

(a) APL Kwikform collects personal information about me that is necessary for APL Kwikform to provide me/us with its products and services. I am not obliged by law to provide this information but if APL Kwikform does not collect my personal information, APL Kwikform may be unable to provide me with its products or services;

(b) APL Kwikform may disclose my personal information to third parties and organisations that provide services to APL Kwikform to the extent considered necessary in connection with its business relationship with me.

(c) I have the right to access and correct any personal information supplied, provided it can be readily retrieved, subject to some exceptions under law.

(d) APL Kwikform's Privacy Policy is available on its website, and sets out its approach to management of personal information, including how I can seek access to and correction of my personal information, and how to make a complaint about a breach of privacy; and

(e) APL Kwikform may use my personal information to let me know about products and services that APL Kwikform thinks may be of interest to me. I may opt out of receiving marketing information at any time by using the contact details on this application form.

I have brought the information in the above paragraph to the attention of all individuals named above, who have the same privacy rights as I do in their dealings with APL Kwikform.

AUTHORISED OFFICER: Name \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Signature \_\_\_\_\_

Witness Name \_\_\_\_\_ Witness Signature \_\_\_\_\_

**SECTION D**

**GUARANTEE AND INDEMNITY**

I/we unconditionally and irrevocably, as principal obligations and without the need for any prior demand to me/us:

(a) guarantee to APL Kwikform Pty Limited ('APL Kwikform') the due and punctual payment of all monies now, or at any time in the future, owing by the DEBTOR to APL Kwikform; and

(b) indemnify APL Kwikform against any loss APL Kwikform may suffer as a result of the failure of the DEBTOR, for any reason, to pay APL Kwikform any money due to it.

This guarantee and indemnity is a continuing security and will not be affected by the death, incapacity, administration, bankruptcy or insolvency of the DEBTOR.

I/we waive any right I/we may have of first requiring APL Kwikform to proceed against, or claim payment from the DEBTOR.

This guarantee and indemnity is given by me/us in consideration for APL Kwikform having agreed to grant (or as the case may be having agreed to continue to grant) credit facilities to the DEBTOR or to allow the DEBTOR to pay off its debt to APL Kwikform by instalments.

I/we acknowledge that the credit facilities with the DEBTOR may be varied or replaced from time to time, and I/we confirm that this guarantee and indemnity includes any amount payable under any credit facility as varied or replaced.

Where more than one person executes this guarantee and indemnity, our liability joint and several.

I/we charge in favour of APL Kwikform all my/our interest in land and personal property held now or in the future (secured property) to secure payment of the monies, and the compliance with all obligations, provided by this guarantee and indemnity.

I/we consent to APL Kwikform lodging for registration a mortgage, charge, or security interest (security instrument) and/or caveat over the secured property or any part of it. The security interest shall be on the terms set out in the Auckland District Law Society General Security Agreement.

I/we will immediately execute a security instrument as required by APL Kwikform in respect of the secured property or any part of it and in the event that I/we fail to do so within a reasonable time of being so requested, then I/we irrevocably appoint any director or officer of APL Kwikform to be my/our true and lawful attorney to execute and register such security instrument.

This application will contain information about individuals and APL Kwikform is required to handle that information in accordance with the Privacy Act 1993 and other relevant privacy laws. Accordingly, I/we acknowledge and understand that:

- (a) APL Kwikform collects personal information about me/us that is necessary for APL Kwikform to provide the Debtor with its products and services. The Debtor is not obliged by law to provide this information but if APL Kwikform does not collect my/our personal information, APL Kwikform may be unable to provide the Debtor with its products or services;
- (b) APL Kwikform may disclose my/our personal information to third parties and organisations that provide services to APL Kwikform to the extent considered necessary in connection with its business relationship with me/us and the Debtor.
- (c) I have the right to access and correct any personal information supplied, provided it can be readily retrieved, subject to some exceptions under law.
- (d) APL Kwikform's Privacy Policy is available on its website, and sets out its approach to management of personal information, including how I/we can seek access to and correction of my/our personal information, and how to make a complaint about a breach of privacy; and
- (e) APL Kwikform may use my/our personal information to let me/us know about products and services that APL Kwikform thinks may be of interest to me/us. I/We may opt out of receiving marketing information at any time by using the contact details on this application form.

I/We agree that APL Kwikform may obtain and use a consumer credit report or commercial credit report a credit reporting body to assess whether to accept me/us as a guarantor for commercial credit applied for by the Debtor, and in connection with collecting overdue payments covered by this guarantee. These reports may include credit information, and information concerning my/our commercial activities, credit activities or credit worthiness.

For the purposes of this Guarantee and Indemnity "the DEBTOR" means the company or business whose name and details appear in section A of this form.

In witness whereof this Guarantee & Indemnity was signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

1. NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

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

2. NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_