



WHITIANGA MARINA

Whitianga Marina SOCIETY INC.

Ph. 07 866 2456 – Fax 07 866 5545

Name of account to be debited:

AUTHORITY TO ACCEPT DIRECT DEBITS
(Not to operate as an assignment or an ...)

Account details:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch number					Account number					Suffix				

To the Manager: please print full postal address clearly

Bank	
Branch	
Address	

AUTHORISATION CODE
0 2 2 0 5 9 8

Date:

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which

Whitianga Marina Society Inc

(hereinafter referred to as the Initiator)

the registered initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

Information to appear in my/our bank statement:

Payer Particulars	Payer Code	Payer Reference
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Account

Authorised Signature(s)

Approved	For Bank Use Only	Date Received:	Recorded by:	Checked by:	BANK STAMP

2059					
05 10					

Original – Retain at Branch
Copy – Forward to Initiator if requested

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

- The Initiator:**
 - Has agreed to give advance Notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).
The advance notice will include the following message:-
"Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date)."
*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.
 - May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
- The Customer may:-**
 - At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed by the customer, Bank and Initiator.
 - Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- The Customer acknowledges that:-**
 - This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
 - In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
 - Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.

- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements; and
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
 - (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
4. The Bank may:-
- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
 - (b) At any time terminate this authority as to future payments by notice in writing to me/us.
 - (c) Charge its current fees for this service in force from time-to-time.

Whitianga Marina Society Incorporated

CREDIT ACCOUNT APPLICATION

To Be Completed by Applicants – Please complete all sections and read the Terms and Conditions of Trade overleaf.

DATE: _____ REF No: _____

CUSTOMER'S TRADE NAME: _____

CUSTOMER'S FULL or LEGAL NAMES: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

_____ Postcode: _____ Postcode: _____

COMMERCIAL CUSTOMERS ONLY

Company Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) or DIRECTORS (if Company)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

_____ Postcode: _____ Postcode: _____

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Business Name 2: _____

Address or A/c No: _____ Address or A/c No: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Whitianga Marina Society Incorporated which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligation under this contract.***

SIGNED (WMSI): _____ SIGNED (CUSTOMER): _____

Name: _____ Name: _____

Position: _____ Position: _____

ID: _____ DOB: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

General Terms and Conditions of Trade for Services

1. Definitions

- 1.1 "WSMI" shall mean Whitianga Marina Society Incorporated, its successors and assigns or any person acting on behalf of and with the authority of Whitianga Marina Society Incorporated.
- 1.2 "Customer" shall mean the Customer (or any person action on behalf of and with the authority of the Customer) as described on the Credit Account Application.
- 1.3 "Services" shall mean all Services supplied by WMSI to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of goods and/or materials).

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by WMSI to the Customer in respect of the Services supplied.
- 2.2 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be due on delivery of the Services.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by WMSI.

3. Default & Consequences of Default

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at WMSI's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement.
- 3.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify WMSI from and against all costs and disbursements incurred by WMSI in pursuing the debt including legal costs on a solicitor and own client basis and WMSI's collection agency costs.

4. Error and Omissions

- 4.1 The Customer shall inspect the Services on delivery and shall within seven (7) days of delivery notify WMSI of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Customer shall afford WMSI an opportunity to inspect the Services within a reasonable time following delivery if the Customer believes the Services are defective in any way. If the Customer shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 4.2 For defective Services, which WMSI has agreed in writing that the Customer is entitled to reject, WMSI's liability is limited to either (at WMSI's discretion) replacing the Services or rectifying the Services provided that the Customer has complied with the provisions of clause 4.1.

5. Privacy Act 1993

- 5.1 The Customer and the Guarantor/s (if separate to the Customer) authorises WMSI to:
 - (a) Collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer: and
 - (b) To disclose information about the Customer, whether collected by WMSI from the Customer directly or obtained by WMSI from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 5.2 Where the Customer is an individual the authorities under (clause 5.1) are authorities or consents for the purposes of the Privacy Act 1993.
- 5.3 The Customer shall have the right to request WMSI for a copy of the information about the customer retained by WMSI and the right to request WMSI to correct any incorrect information about the Customer held by WMSI.