

**TWT LTD T/A CLEANCO TRUCKWASH TAURANGA
NEW CUSTOMER CREDIT APPLICATION FORM**



CUSTOMER DETAILS ("The Customer")	
Full Legal Name:	
Contact Name (Fleet Manager):	
Contact Name (Accounts):	
Physical Address:	
Postal Address:	
Phone Number/Mobile Number	
Email Address/Website:	

DETAILS OF AGREEMENT	Start Date:
Order Number Required?	
Tyre Dressing Allowed?	
Shop Products Allowed?	
Payment Terms:	20 th of the month following

TRUCKWASH TAURANGA LIMITED ("The Company"):	
Bank Deposit Details	06-0193-0521573-00

TRADE REFERENCES (please do not include utility accounts such as phone and power etc.)
<i>Please include company name, phone number and accounts contact.</i>
1.
2.
3.

DECLARATION
On making this application, I/we warrant to The Company that I/we are authorised to enter into the contract on The Customer's behalf and I/we acknowledge that the information supplied is true and correct and that we agree to payment on 20 th of the month following as per terms of trade. SIGNED BY A DULY AUTHORISED SIGNATORY OF THE CUSTOMER:
FULL NAME: _____ DATE: _____

PERSONAL GUARANTEE (IF LIMITED LIABILITY COMPANY)
In consideration of the provisions of credit to the above-mentioned Customer, I/We
Full Name: _____ of Address: _____
Full Name: _____ of Address: _____
Being Director/shareholder(s) of The Customer (together with my personal representatives) hereby jointly and severally guarantee to CleanCo Truckwash Tauranga) ("The Company") the due and punctual payment by The Customer of all monies from time to time owing to The Company in terms of the terms of trade. The granting of time or other concession by The Company shall not release any guarantee. As between The Company and the guarantor(s) this guarantee shall be constructed as an identity.

Terms of Trade

1. General

a. The Company accepts that to the extent permitted by law The Customer accepts that the following conditions constitute the entire agreement between The Company and The Customer (except to the extent that such terms and conditions are modified in writing and signed by both parties) and it is expressly agreed that there are no other understandings, representations or warranties of any kind (expressed or implied) forming part of this contract.

b. Placement by The Customer of any order or booking with The Company by The Customer constitutes an acknowledgement by The Customer that the contract between The Customer and The Company shall be governed by these terms of trade. If a booking is cancelled within 24 hours The Company is permitted to still charge in full for this service.

c. If any terms or conditions or part thereof contained in these terms of trade are held to be invalid, illegal, and unenforceable or void for any reason or reasons, all of these remaining terms and conditions (or part thereof) shall remain in full force and effect.

d. The Customer agrees that in the event of default of settlement of any account due, The Customer shall pay upon demand, all reasonable costs, charges and legal expenses (including costs between solicitor and own client), any interest charged on overdue amounts and including any collection costs incurred by The Company in recovering the outstanding account from The Customer.

2. Price and Terms of Payment

a. The Company's prices are subject to alteration without notice and the price payable by The Customer for the goods ordered shall be the price agreed to between The Company and The Customer or in the absence of such agreement the price ruling at the date the services performed or goods are dispatched. The onus is on The Customer to confirm prices.

b. The Company's prices referred to in this contract and in any quotation, which may have formed the basis of this contract are exclusive of Goods and Services Tax. The Customer shall pay Goods and Services Tax on the goods or services, the subject of this contract, and the amount of each payment payable under this contract shall be increased accordingly.

c. All accounts are due for payment on the **20th day of the month following** the month in which the services are performed or goods (or any instalment of the goods) are either delivered or complete their final processing (as the case may be).

d. Without prejudice to its rights to sue for payment or exercise any other remedy where any payment is not made on the due date The Company may:

- i. Re-invoice goods and services at full retail price
- ii. Charge The Customer interest on the amount outstanding at the rate equal to 1.5% per month, calculated daily, from the due date of payment until payment is received by The Company but the charging of interest does not extend the time for payment nor imply the forbearance to sue or otherwise recover overdue monies.
- iii. Demand payment of the arrears as well as payment in advance for any undeliverable goods before proceeding with making further delivery of goods under the contract.

3. Damage to Vehicles

a. Any damage to vehicles at CleanCo Truck Wash Sites will be dealt with in a fair and open way. If the Company is found to be at fault, we will cover the cost of the damage to your vehicle.

b. If your vehicle is damaged in any way at CleanCo Truck Wash Sites and you perceive The Company to be at fault you must make The Company aware of this within 24 hours of the damage occurring.

c. The Company is only responsible for the immediate damage caused by our actions, i.e., if we scratch you bonnet, we will fix that scratch but no others

4. General Matters

a. The Customer shall do all things necessary including sign all documents and provide all information necessary to provide to The Company any rights and security referred to in these terms of trade and to give effect to and protect The Company's rights under the Terms of Trade.

b. The Customer and The Company each agree that their respective addresses are as stated in the new customer credit application form completed by and signed by The Customer. Service may be validly affected on either party by leaving documents at the registered office or for The Customer at The Customer's last known delivery address, by email, post by registered letter addressed to that party at any such address or by delivering any document to any person who is named on any public register or in the account application as a director or secretary or principal of The Customer. If the Customer changes its address, it shall notify The Company of the change of address and until it does so, service may be validly affected at the last address known to the Company in accordance with this clause.

5. Force Majeure

The Company shall not be liable to The Customer for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods and services or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, pandemic, civil commotion or intervention of a government.

I _____ (The Customer)
acknowledge that I/We have understood, accepted the above terms of trade, have retained a copy of said terms of trade.

Signed _____

Name _____

Occupation _____

Date _____

PLEASE RETURN COMPLETED FORM TO:

tgaadmin@cleanco.co.nz