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Invercargill and Districts

# CUSTOMER APPLICATION FORM

Account Name: \_\_\_\_\_

Trading Name (if different than above): \_\_\_\_\_

Street Address: \_\_\_\_\_

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

Postal Address: \_\_\_\_\_

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

Email Address \_\_\_\_\_

Local Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Accounts Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Method of Delivery of Invoices    Post     Email  (ensure you have included your email above)

Order Number or Reference if Required on Invoices: \_\_\_\_\_

3 Credit References: (Please Include Company Name & Account Details/or Referee's association to applicant, and address)

1) \_\_\_\_\_ Ph: \_\_\_\_\_

2) \_\_\_\_\_ Ph: \_\_\_\_\_

3) \_\_\_\_\_ Ph: \_\_\_\_\_

I acknowledge that by signing this agreement I have read and accept the terms detailed, have authority to sign, and verify that the account application details are correct.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Account Purpose- (Please Circle)

Skip/Recycling/ Wheelie Bin

Office Use Only:

Customer Number: \_\_\_\_\_

Branch: \_\_\_\_\_

Direct Debit    Y    N

## GENERAL CONDITIONS OF AGREEMENT

- 1 Definitions as used in this agreement
- a) "Address" means the Customer's address as specified on this agreement and any new address to which the Customer moves or expands
  - b) "Owner" means All Waste – a division of Trojan Holdings Ltd
  - c) "Customer" means the person, or company specified on this agreement
  - d) "Equipment" means the items that the Owner supplies the Customer
  - e) "Excluded Material" means any items, substance or liquid that is explosive, hazardous, pathological, noxious, illegal or dangerous, or which if placed in the Equipment would constitute a breach of any legal requirements or would be a fire hazard and also includes any substance prohibited or regulated by any statute or regulation in force from time to time and such other material as the Owner shall periodically inform the Customer may not be deposited in the Equipment. A detailed list is available on request.
  - f) "Rates & Charges" means the Rates and Charges for deliveries or collections set out in this agreement and may be altered annually in July or with written notification to the Customer
  - g) "Waste Materials" means all the Customer's waste located at the Address other than Excluded Material
- 2 The Owner agrees to perform the collection and disposal services in accordance with the requirements of this agreement and all applicable laws and regulations. The Owner shall perform such services during its normal working hours and use all reasonable endeavors to perform the services on a timely basis. The Owner shall collect the Waste Materials with a minimum amount of disruption to the Customer's business. The Owner shall not be liable for any failure to perform its obligations under this agreement due to circumstances beyond its reasonable control.
- 3 The Customer shall allow and provide satisfactory access for the Owner's employees or agents and their vehicles at all reasonable times to deposit, inspect, collect/exchange or remove Equipment and/or Waste Materials.
- 4 The Customer shall collect all Waste Materials and deposit and retain them in the Equipment until their removal by the Owner. The Customer shall properly secure and contain Waste Materials within the Equipment in a safe and secure manner and in strict compliance with the law.
- 5 The Customer shall pay the Owner the invoiced Rates and Charges by the 20<sup>th</sup> of the month following the date of the Owners invoice. If the Customer does not pay the Owners invoice in a timely basis and the Customer is unable to establish to the Owner's satisfaction a legitimate dispute of the invoice issued, the Owner reserves the right to temporarily suspend services to the Customer, to charge interest on all outstanding balances and/or request that the Customer pay the Rates and Charges in advance or by an automatic direct debit. During suspension periods the Customer will continue to pay Rates and Charges applicable to supply of the Equipment. In addition, if the Rates and Charges are not paid within 30 days of the due date, the Owner or its debt collection agency shall be entitled to charge the Customer a fee equal to 25% of the unpaid portion of such Rates and Charges together with any additional amounts as the Owner requires to meet costs of debt collection. This clause is intended to be for the benefit of the Owner and its debt collection agency under the Contracts (Privacy) Act 1982.
- 6 The Owner shall be responsible for any damage it may cause on the Customer's premises while collecting and removing the Equipment and Waste Materials. However the Owner accepts no responsibility for damage to the surface of any area the Owner is required to pass over to gain access to the Equipment or to any pipes, cables, or other fixtures beneath such access ways.
- 7 The Customer acknowledges the Owners ownership of all Equipment provided by the Owner. The Customer shall take reasonable care of the Equipment and shall avoid damage to the Equipment. The Customer shall promptly notify the Owner of any damage to the Equipment. The Customer shall be liable for any damage, loss, defacement or destruction to the Equipment. In such event the Customer shall pay the Owner the lesser of the replacement value of the Equipment or the cost of repairing/restoring the Equipment to its original condition. The Customer shall indemnify the Owner concerning any loss, costs, damage, claim or expenses arising out of the use of the Equipment. In the case of compactors or other mechanical Equipment, the Customer shall supply electricity at its cost to operate and shall train all employees in, and ensure that they comply with applicable health & safety procedures regarding the operation of such Equipment.
- 8 The responsibility of maintaining cleanliness of The Equipment is with the Customer. If the Owner deems the bins to be in state of uncleanness, the Owner reserves the right to suspend service until this is rectified. If the Owner cleans the Equipment the Customer shall pay the Owners cleaning charges.
- 9 The Customer acknowledges that the Owner has not designed the Equipment for the disposal of Excluded Material and will use the Equipment for the storage and disposal of Waste Materials only. The Customer shall place appropriate signs on or near the Equipment warning employees not to place Excluded Materials in the Equipment.
- 10 The Waste Materials shall vest in the Owner when the Owner removes them from the premises. Title to and liability for Excluded Materials shall always remain with the Customer. This is so even if the Owner removes such Excluded Materials from the premises.
- 11 This agreement shall apply for an initial term of thirty six months and will continue in effect for the successive period unless it is terminated by the customer in writing at least 1 month prior to cessation of service requirements. Payment responsibility for all services remains with the Customer until this information is received and acknowledged by the Owner. In the case of change of ownership, the Customer will undertake to supply the Owner with any new ownership contact details they can.
- 12 If the Customer is in breach of one or more of its obligations under this agreement and the Customer seeks to cancel this agreement without cause, the Owner may elect to charge an amount equal to 3 month's billing period based on the 6 months prior average bill.
- 13 The Owner shall have the right to regard the person signing this agreement for the Customer as having authority to so sign and bind the Customer.
- 14 The Customer hereby acknowledges that if during the term of this agreement it proposes to have the services supplied under this agreement by one of the Owner's competitors, it shall not enter into any such arrangement or permit such competitor to perform those services unless it has in good faith given the Owner all reasonable opportunity to match the pricing and other service conditions which the competitor has offered to the Customer (of which the Customer will provide details of, including copies of any written offer, to the Owner)and
- a Where the Owner offers substantially the same pricing and other service conditions as the competitor, the Customer will accept the Owners new terms and enter into a new agreement with the Owner, or
  - b Where the Owner does not offer substantially the same price or service conditions as the competitor, and the Customer contracts for supply of services from the competitor without 1 months written notice, clause 12 applies.
- 15 The transmission of a signed counterpart copy of this agreement by facsimile or scan by one party to the other shall be deemed proof of signature of the original and thus shall be deemed an original and may be relied on as contractually binding.
- 16 The Customer hereby authorizes any person, company or other entity to provide the Owner with such information as the Owner may require in relation to the provision of credit to the Customer or the management of this agreement without such person, company or other entity having to seek further authorization from the Customer. The Customer hereby authorizes the Owner to furnish to any third party copies of this agreement and details of any subsequent dealings that the Customer may have with the Owner and to use, for any lawful purpose connected with the Owner's business, any information which the Customer or any third party may provide to the Customer about the Customer.



Customer Initials