Bungalow & Villa

Windows | Doors | Mouldings | Turnings | Hardware | Fretwork | Fireplace Surrounds | Custom Joinery | and Much More....

CREDIT ACCOUNT APPLICATION

YOUR DETAILS: APPLICANT'S FULL LEGAL NAME (not trading name)

.....('the Customer')

(Please tick) Sole Trader ☐ Individual ☐ Partnership ☐ Ltd Company ☐

Other (please state).....

Trading Name: .....

Postal Address:.....

.....

Physical Address:.....

.....

Telephone:.....Fax:.....

Mobile:.....E-mail:.....

Type of Business:.....Years in Business:.....

Contact Name:.....D.O.B.....

Position:.....

OWNERSHIP please insert Owner(s) / Director(s) Name(s) in full

1: Name:.....Tel:.....

Address:.....

2: Name:.....Tel:.....

Address:.....

FOR LIMITED LIABILITY COMPANIES ONLY:

Address of Registered Office:.....

.....

Date of Incorporation:.....

Incorporation No:.....

FINANCIAL & PROFESSIONAL ADVISORS

Name of Accountant:.....

Solicitor:.....

Bank:.....Branch:.....

Account Number:.....

Trade References

Company	A/C Number	Contact Name	Phone Number	Date Account Opened

General Description of Products and Services to be Provided:.....

Payment terms: Under the terms of this Credit Account with Bungalow, Villa & Beyond Limited, **all invoices are due for payment on the 20th of the month following that of supply.** Invoice queries or disputes must be made in writing and within 7 days of the receipt of invoice.

Deposits: Credit Account holders are not normally required to pay deposits for goods. However, we reserve the right to charge a deposit where the order value is in excess of your credit limit or if a single made to order item has a particularly high value.

Made to Order Products: Bungalow & Villa require **all customers** to complete a **Job Authorization Form** before any **Made to Order Product** will be manufactured.

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Bungalow, Villa & Beyond Limited that the above information is to the best of my/our knowlwdge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/We also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are signing this application form in my/our personal capacity.

Signed: ..... Print Name: .....

Designation: ..... Dated: ...../...../.....

For Office Use Only:

Reference Comments:

1)

2)

3)

Details Checked

Incorporation No Checked:

Approved

Credit Limit

TERMS & CONDITIONS OF TRADE

Bungalow & Villa

1. DEFINITIONS

1.1 'Bungalow & Villa' shall mean Bungalow, Villa & Beyond Limited, or any agents or employees thereof.

1.2 'Customer' shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Bungalow & Villa.

1.3 'Products' shall mean:

1.3.1 all products of the general description specified on the front of this agreement and supplied by Bungalow & Villa to the Customer; and

1.3.2 all products supplied by Bungalow & Villa to the customer; and

1.3.3 all inventory of the Customer that is supplied by Bungalow & Villa; and

1.3.4 all Products supplied by Bungalow & Villa and further identified in any invoice issued by Bungalow & Villa to the Customer, which invoices are deemed to be incorporated into and form part of this agreement, and

1.3.5 all Products that are marked as having been supplied by Bungalow & Villa or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Bungalow & Villa; and

1.3.6 all of the Customer's present and after-accquired Products that Bungalow & Villa has performed work on or to or in which Products or materials supplied or financed by Bungalow & Villa have been attached or incorporated.

1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.

1.4 'Products' shall also mean all products, services and advice provided by Bungalow & Villa to the Customer and shall include without limitation the manufacture and sale of timber joinery, timber mouldings, all renovation materials and all associated Products and services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Bungalow & Villa to the Customer.

1.5 'Price' shall mean the cost of the products as agreed between Bungalow & Villa and the Customer and includes all disbursements e.g. charges Bungalow & Villa pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

2.1 Any instructions received by Bungalow & Villa from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

3.1 The Customer authorises Bungalow & Villa to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by Bungalow & Villa to any other party.

3.2 The Customer authorises Bungalow & Villa to disclose any information obtained to any person for the purposes set out in clause 3.1.

3.3 Where the Customer is a natural person the authorities under clause 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

4.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by Bungalow & Villa at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Bungalow & Villa between the date of the contract and delivery of the Products.

5. PAYMENT

5.1 A deposit of 40% is required upon acceptance of quotation. Quoted delivery times commence only from when deposit is received. Payment of the balance due is required upon delivery or uplifting of the Products ('the due date'). No Product will be left on site without final payment. Credit cards are restricted to a once only payment of no greater than $2000.00. Joinery orders will be delivered once complete (no part deliveries).

5.2 If a customer has an approved credit account, payment for the Products shall be made in full on or before the 20th day of the month following the date of the invoice ('the due date').

5.3 Interest may be charged on any amount owing after the due date at a rate of 2.5% per month or part month.

5.4 Any expenses, disbursements and legal costs incurred by Bungalow & Villa in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5.6 Deposits are required.

6. QUOTATION

6.1 Where a quotation is given by Bungalow & Villa for Products:

6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and

6.1.2 The quotation shall be exclusive of Products and services tax unless specifically stated to the contrary;

6.1.3 Bungalow & Villa reserve the right to alter the quotation because of circumstances beyond its control.

6.2 Where Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products.

7. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

7.1 Title in any Products supplied by Bungalow & Villa passes to the Customer only when the Customer has made payment in full for all Products provided by Bungalow and Villa and of all other sums due to Bungalow & Villa by the Customer on any account whatsoever. Until all sums due to Bungalow & Villa by the Customer have been paid in full, Bungalow & Villa has a security interest in all Products.

7.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Bungalow & Villa until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall deemed to be assigned to Bungalow & Villa as security for the full satisfaction by the Customer of the full amount owing between Bungalow & Villa and the Customer.

7.3 The Customer gives irrevocable authority to Bungalow & Villa to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if Bungalow & Villa believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Bungalow & Villa shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Bungalow & Villa may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any prepossessed Products and credit the Customer's account with the invoice value thereof less such sum as Bungalow and Villa reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

7.4 Where Products are retained by Bungalow & Villa pursuant to clause 7.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ('PPSA') and to object under s. 121 of the PPSA.

7.5 The following shall constitute defaults by the Customer:

7.5.1 Non payment of any sum by the due date.

7.5.2 The Customer intimates that it will not pay any sum by the due date.

7.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.

7.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Bungalow & Villa remains unpaid.

7.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

7.5.6 A Court judgement is entered against the Customer and remains unsatisfied for seven (7) days.

7.5.7 Any material adverse change in the financial position of the Customer.

7.6 If the Credit Repossession Act applies to any transaction between the Customer and Bungalow & Villa, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

8. SECURITY INTEREST FOR SERVICE PROVIDERS

8.1 The Customer gives Bungalow & Villa a security interest in all of the Customer's present and after- acquired property that Bungalow & Villa has performed services on or to or in which Products or materials supplied or financed by Bungalow & Villa have been attached or incorporated.

9. PAYMENT ALLOCATION

9.1 Bungalow & Villa may in its discretion allocate any payment received from the Customer towards any invoice that Bungalow & Villa determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Bungalow & Villa, payment shall be deemed to be allocated in such a manner as preserves the maximum value of Bungalow & Villa's purchase money security interest in the Products.

10. DISPUTES AND RETURN OF PRODUCTS

10.1 No claim relating to the Products will be considered unless made within forty eight (48) hours of delivery.

10.2 No Products will be accepted for return without prior consent of Bungalow & Villa. Any Products accepted for return must be in original resaleable condition, unused and undamaged.

11. LIABILITY

11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Bungalow & Villa which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Bungalow & Villa, Bungalow & Villa's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

11.2 Except as otherwise provided by clause 11.1 Bungalow & Villa shall not be liable for:

11.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by Bungalow & Villa to the Customer; and

11.2.2 The Customer shall indemnify Bungalow & Villa against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Bungalow & Villa or otherwise, brought by any person in connection with any matter, act, omission, or error by Bungalow & Villa its agents or employees in connection with the Products.

12. WARRANTY

12.1 All joinery manufactured by Bungalow & Villa is guaranteed to be of good workmanship and materials and free from defects for a period of twelve (12) months from manufacture. Bungalow & Villa will provide remedial work to correct any defects that develop due to faulty materials or workmanship, but not including painting and decorating. No liability will be accepted where damage occurs or develops from the following conditions:

12.1.1 Installation. Unprotected weather situations. Exterior panel type doors are designed for use only in weather protected situations and should not be subjected to prolonged periods of direct sunlight and driving rain.

12.1.2 Priming/sealing. All surfaces are to be thoroughly primed/sealed prior to installation of the product. Successive coats are to be applied no later than four (4) weeks after delivery of the joinery. Note: Use only oil-based primers on all Tanalised Pine sashes and doors as they have been dipped in a water repellant to reduce moisture uptake prior to priming. This repellant will not accept acrylic primers.

12.1.3 Colours in exposed sunlight situations. Joinery that is exposed to direct sunlight for extended periods should be finished in light reflective colours. Dark colours create heat build up from direct or reflected sunlight causing distortion and leads to shrinkage to all timber products.

12.1.4 Note: Timber is a natural product and the normal characteristics of timber give some natural variations in colour, grain, patterns, texture and minor shrinkage and swelling, which varies with seasonal humidity. These minor variations are not considered a defect.

12.2 The above warranty is vaild only if payment is received as per the terms and conditions of trade.

13. CONSUMER GUARANTEES ACT

13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Bungalow & Villa for the purposes of a business in terms of s. 2 and 43 of that Act.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

14.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Bungalow & Villa agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Bungalow & Villa the payment of any and all monies now or hereafter owed by the Customer to Bungalow & Villa and indemnify Bungalow & Villa against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The Signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

15. CANCELLATION

15.1 Bungalow & Villa shall, without any liability, and withour any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of Products to the Customer if the Customer fails to pay any money owing after the due date or the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.

15.2 Any cancellation or suspension of this agreement shall not affect Bungalow & Villa's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to Bungalow & Villa under this contract.

16. MISCELLANEOUS

16.1 Bungalow & Villa shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

16.2 Failure by Bungalow & Villa to enforce any terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Bungalow & Villa has under this contract.

16.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

Please sign your initials here to show that you are happy with these terms & conditions: