



443 St Asaph Street  
 PO BOX 21 184, Edgeware  
 Christchurch 8143  
 New Zealand  
**PHONE 03 379 2055**  
**TOLL FREE 0508 147 147**  
**FAX 03 962 2232**  
**EMAIL admin@leedsafe.co.nz**  
**WWW.LEEDSAFE.CO.NZ**

# CUSTOMER INFORMATION FORM

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Customer's Details:</b> <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Full or Legal Name:			
Physical Address:			Postcode:
Billing Address:			Postcode:
Email Address:			
Phone No:	Fax No:	Mobile No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>			
Trading Name:			
Company Number:		Date Incorp. <i>(current owners):</i>	
Contact Person:		Phone No.	
Nature of Business:		No. of Staff:	
Directors / Owners / Trustee: <i>(if more than two, please attach a separate sheet)</i>			
(1) Full Name:		D.O.B.	
Private Address:			Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
(2) Full Name:		D.O.B.	
Private Address:			Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>			
Name:	Address:	Phone/Fax/Email:	
1.			
2.			
3.			

I certify that the above information is true and correct and that I accept the supply of credit by Leedsafe *(if applicable)*. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Leedsafe Limited which form part of, and are intended to be read in conjunction with this Customer Information Form 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/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.*

SIGNED (CUSTOMER): \_\_\_\_\_

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

Position: \_\_\_\_\_



WITNESS TO CUSTOMER'S SIGNATURE:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY						
Account / Ref. No.	DATA INPUTTED	DATE	Group	Sales Rep	Manager	Region
		/ /				

**1. Definitions**

- 1.1 "Leedsafe" means Leedsafe Limited, its successors and assigns or any person acting on behalf of and with the authority of Leedsafe Limited.
- 1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by Leedsafe to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between Leedsafe and the Customer in accordance with clause 2 below.

**2. Price and Payment**

- 2.1 The Price shall be as indicated on invoices provided by Leedsafe to the Customer in respect of the Goods supplied.
- 2.2 Time for payment for the Goods 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 will be due 20<sup>th</sup> of the month following the date of the invoice.
- 2.3 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Leedsafe an amount equal to any GST Leedsafe must pay for any supply by Leedsafe under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

**3. Risk**

- 3.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 3.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Leedsafe is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Leedsafe is sufficient evidence of Leedsafe's rights to receive the insurance proceeds without the need for any person dealing with Leedsafe to make further enquiries.

**4. Title to Goods (Including any incidental items supplied as part of any Services)**

- 4.1 Leedsafe and the Customer agree that ownership of the Goods shall not pass until:
  - (a) the Customer has paid Leedsafe all amounts owing to Leedsafe; and
  - (b) the Customer has met all of its other obligations to Leedsafe.
- 4.2 Receipt by Leedsafe of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 4.3 It is further agreed that:
  - (a) until ownership of the Goods passes to the Customer in accordance with clause 4.1 that the Customer is only a bailee of the Goods and must return the Goods to Leedsafe on request.
  - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Leedsafe and must pay to Leedsafe the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
  - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Leedsafe and must pay or deliver the proceeds to Leedsafe on demand.
  - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Leedsafe and must sell, dispose of or return the resulting product to Leedsafe as it so directs.
  - (e) the Customer irrevocably authorises Leedsafe to enter any premises where Leedsafe believes the Goods are kept and recover possession of the Goods.
  - (f) Leedsafe may recover possession of any Goods in transit whether or not delivery has occurred.
  - (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Leedsafe.
  - (h) Leedsafe may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

**5. Personal Property Securities Act 1999 ("PPSA")**

- 5.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
  - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and

---

## Leedsafe Limited Terms & Conditions of Trade

---

- (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to Leedsafe for Services – that have previously been supplied and that will be supplied in the future by Leedsafe to the Customer.
- 5.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Leedsafe may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, Leedsafe for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
  - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Leedsafe.
- 5.3 Leedsafe and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 5.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 5.5 Unless otherwise agreed to in writing by Leedsafe, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 5.6 The Customer shall unconditionally ratify any actions taken by Leedsafe under clauses 5.1 to 5.5.

### 6. Default and Consequences of Default

- 6.1 If the Customer owes Leedsafe any money the Customer shall indemnify Leedsafe from and against all costs and disbursements incurred by Leedsafe in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Leedsafe's collection agency costs, and bank dishonour fees).
- 6.2 Further to any other rights or remedies Leedsafe may have under this contract, if a Customer has made payment to Leedsafe by credit card, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Leedsafe under this clause 6 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.

### 7. Security and Charge

- 7.1 In consideration of Leedsafe agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 7.2 The Customer indemnifies Leedsafe from and against all Leedsafe's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Leedsafe's rights under this clause.
- 7.3 The Customer irrevocably appoints Leedsafe and each director of Leedsafe as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 7 including, but not limited to, signing any document on the Customer's behalf.

### 8. Privacy Act 1993

- 8.1 The Customer authorises Leedsafe or Leedsafe's agent to:
- (a) access, collect, retain and use any information about the Customer;
    - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
    - (ii) for the purpose of marketing products and services to the Customer.
  - (b) disclose information about the Customer, whether collected by Leedsafe from the Customer directly or obtained by Leedsafe 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.
- 8.2 Where the Customer is an individual the authorities under clause 8.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 8.3 The Customer shall have the right to request Leedsafe for a copy of the information about the Customer retained by Leedsafe and the right to request Leedsafe to correct any incorrect information about the Customer held by Leedsafe.