# COMMERCIAL CLIENT INFORMATION SHEET

**To be completed by applicants** - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached

|  |  |  |  |
| --- | --- | --- | --- |
| DATE: | | REF No: | |
| CLIENT'S TRADE NAME: | | | |
| CLIENT’S FULL or LEGAL NAME: | | | |
| Phone: | | Fax: | |
| Mobile: | | Email: | |
| Billing Address: | | Physical Address: Same as Billing Address | |
|  | |  | |
|  | Postcode: |  | Postcode: |

|  |  |
| --- | --- |
| Company No: | Date Established: |
| Contact 1: | Contact 2: |
| Position: | Position: |
| Phone: | Phone: |

## DETAILS OF OWNER

**(if sole trader)**

**PARTNERS (if partnership)**

**DIRECTORS (if company)**

**OR TRUSTEE (if a trust)**

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name: | | Full Name: | |
| Home Address: | | Home Address: | |
|  | |  | |
| Postcode: | Date of Birth: | Postcode: | Date of Birth: |
| Home Phone: | | Home Phone: | |

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Electrotech 2011 Limited T/A CEDS and Key Electrical which form part of, and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions. I authorize the use of my personal information as detailed in the Privacy Act clause therein. **I agree that it I am a director/shareholder (owning at least I5% of the shares) of the Client I shall be personally liable for the performance of the Client’s obligations under this contract.**

|  |  |
| --- | --- |
| **SIGNED (CEDS and KEY ELECTRICAL):** | **SIGNED (CLIENT):** |
| Name: | Name: |
| Position: | Position: |

# GENERAL TERMS AND CONDITIONS OF TRADE

|  |
| --- |
| **1. Goods/Services** |
| **1.1** The Good/Services shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by CEDS and Key Electrical (which shall mean Electrotech 2011 Limited T/A CEDS and Key Electrical) to the Client. |
| **2. Price and Payment** |
| **2.1** The Price shall be as indicated on invoices provided by CEDS and Key Electrical to the Client in respect of the Goods/Servi ces supplied. |
| **2.2** Time for payment for the Goods/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 will be due seven (7) days following the date of the invoice. |
| **2.3** Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to CEDS and Key Electrical an amount equal to any GST CEDS and Key Electrical must pay for any supply by CEDS and Key Electrical under this or any other agreement for the sale of the Good/Services. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other ta xes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. |
| **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 CEDS and Key Electrical sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. |
| **3.2** If the Client owes CEDS and Key Electrical any money the Client shall indemnify CEDS and Key Electrical from and agains t all costs and disbursements incurred by CEDS and Key Electrical in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, CEDS and Key Electrical collection agency cos ts , a nd ba nk dishonour fees). |
| **4. Privacy Act 1993** |
| **4.1** The Client authorises CEDS and Key Electrical or CEDS and Key Electrical agent to:  **(a)** access, collect, retain and use any information about the Client;   1. (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the   Client’s creditworthiness; or   1. for the purpose of marketing products and services to the Client   **(b)** disclose information about the Client, whether collected by CEDS and Key Electrical from the Client directly or obtained by CEDS and Key Electrical 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 Client.   * 1. Where the Client is an individual the authorities under clause 4.1 are authorities or consents for the purposes of the Privacy Act 1993.   2. The Client shall have the right to request CEDS and Key Electrical for a copy of the information about the Client reta i ned by CEDS and Key Electrical and the right to request CEDS and Key Electrical to correct any incorrect information about the   Client held by CEDS and Key Electrical. |