

APPLICATION FOR TRADING ACCOUNT



Company Name, Organisation Name or Person		Company Number
Trading Name (if different from above)		Approx. Monthly Spend
		\$
Type of Business		
Limited Company ☐ Sole Trader ☐ Partnership ☐ Other Please Specify:		
Postal Address		Main Phone Number
Street Address or Pick up Address		Main Fax Number
Key Contacts		
Main Contact:		Ph
Email:		Mobile
Decision Maker Contact:		Ph
Email:		Mobile
Accounts Contact:		Ph
Email:		Invoice email: (if different from accounts, invoices emailed unless requested otherwise)
After Hours Contact: (To contact if any problems delivering after hours)		Mobile
Name(s) & address of Director(s)/ Partner(s)/ Proprietor(s)		
Full Name	Private Address	Home Telephone
Credit References (Urgent Couriers does not accept Power, Phone or Financial Institutions as referees as they do not provide credit references)		
Company Name	Contact Name and Email	Telephone
TERMS AND CONDITIONS OF TRADING		
I/We hereby acknowledge and agree the terms and conditions set out on the reverse of this application. I /We Give Urgent Couriers Limited the right to check with the entities listed as credit references for any information relevant to this application. I/We warrant that the information given above is true and correct and hereby irrevocably authorise Urgent Couriers Limited to obtain information from the credit referees or any other source in support of this application. I/We acknowledge that information relating to my account/credit status may be used in completing a report for any other party requesting the same.		
Full Name:		Signature:
Position:		Date:
To make payment by direct credit: BNZ 02-0192-0410337-00, Use your Urgent Couriers' account number as a reference		
Upon completion, please email to sales@urgent.co.nz		

TERMS & CONDITIONS OF CARRIAGE

Definitions:

"**Act**" means Contract and Commercial Law Act 2017.

"**Company**" means Urgent Couriers Limited.

"**Contract**" means the contract of carriage.

"**Customer**" means the trading account applicant or other "contracting party" (as defined in the Act).

"**Goods**" means the goods which are the subject of the Contract.

All Contracts undertaken by the Company (including incidental services) are undertaken upon and subject to the following terms and conditions:

1. **EXCLUSIONS FROM THE ACT:** Sections 261 to 265 and sections 274 and 281 of the Act shall not apply to the Contract.
2. **LIABILITY OF SERVANTS, AGENTS OR SUBCONTRACTORS:** The rights and limitations on the liability of the Company to the Customer shall extend to the servants or agents of the Company, its subcontractors and the servants or agents of such subcontractors.
3. **OWNERSHIP OF GOODS:** The Customer warrants to the Company that it is the owner (or authorised agent of the owner) of the Goods and that it is authorised to accept and does accept these conditions.
4. **RIGHT OF REFUSAL TO CARRY:** Without limiting the provisions of clause 273 of the Act, the Company reserves to itself at all times the right to refuse to carry any particular goods, and such refusal may be communicated by the Company to the Customer at any time until the Company uplifts the goods.
5. **EXCLUSION OF CERTAIN ITEMS:** The Company will not accept bullion, cash, coins, negotiable instruments, precious stones, jewellery, antiques, paintings or other valuable items for carriage unless the Customer fully declares the value and contents of such items. The Company may impose further terms and conditions in respect of these items.
6. **INSURANCE:** The Customer is responsible for the insurance of any Goods valued in excess of the limits set out in clause 9.
7. **INVOICING:** All accounts must be paid for in full on or before the 20th of the month following invoice. Accounts paid within this time will receive a prompt payment discount. The Company reserves the right to withhold services to the Customer in the event an account is overdue. The Customer is responsible for all costs and expenses incurred by the Company to recover any overdue amounts from the Customer, including solicitor's fees or debt collection agency fees.
8. **LIEN** In addition to the rights of lien contained in the Act the Company shall have a particular and general lien in respect of all goods coming into the possession of the Company and the right to retain the same in respect of all moneys due to the Company by the Customer (whether in respect of such goods or otherwise). If any moneys due to the Company are not paid within fourteen (14) days after notice of retention has been given to the Customer, then the Goods may be sold at auction or otherwise at the discretion of the Company and the net proceeds of sale (after deduction of all expenses) applied in or towards satisfaction of the amount due to the Company. Any steps taken by the Company under this provision shall not prejudice the Company's right to recover any balance due or payable to the Company by the Customer.
9. **LIMITATIONS UPON LIABILITY OF THE COMPANY**
 - (a) All Contracts entered into by the Company are contracts for carriage at limited carrier's risk (as defined in the Act).
 - (b) The liability of the Company to the Customer is limited to:
 - i) \$2,000 per unit; and
 - ii) \$100,000 per conveyance or event.
 - (c) No court action or other form of litigation may be brought against the Company for damage, loss or destruction of the Goods (occurring while the company is responsible for them) unless written notice, is given by email to cs@urgent.co.nz in accordance with this clause.
 - (d) The written notice must give full particulars of the alleged damage, loss or destruction, and must be given within fifteen (15) days of:
 - i) the date of delivery of the Goods (in the case of damage to or destruction of Goods); or
 - ii) the date of dispatch of the Goods (in the case of loss of Goods).
 - (e) No court action or other form of litigation may be brought against the Company for the alleged damage, loss or destruction of any Goods after the expiration of a period of ninety (90) days from the date of delivery or dispatch (as the case may be).
 - (f) In no event shall the Company, as a result of any default under the Contract or as the result of any negligent act or an omission of the Company, its servants, agents or subcontractors, be liable for any consequential loss including but not limited to: loss of anticipated profits, loss of use of any profit-earning chattel or future reputation, loss of credit, loss of publicity, or, expenses incurred by the Customer or a third party as a result of the breach.
10. **MODE OF CARRIAGE:** The Company shall, at its absolute discretion, be at liberty to decide the method and route by which Goods shall be carried and by whom and if this Contract relates to the carriage of Goods to or from a country outside New Zealand then the Customer accepts any further conditions contained in any Bill of Lading or other form of contract whether by sea, air, rail or road.
11. **FORCE MAJEURE:** The Company shall not be liable for delay or failure to perform its obligations if the delay or failure is caused by events beyond its reasonable control, including, but not limited to, earthquakes, road accidents, and severe weather.
12. **CONDITIONS HEREIN PARAMOUNT** The terms and conditions set out herein shall prevail over any terms and conditions set out in any document used by the Customer, the owner, or any other person having an interest in the Goods.
13. **SEVERABILITY:** If any part of these Terms are held to be invalid or unenforceable, then that part shall be deemed to be deleted and these Terms will otherwise remain in full force and effect.
14. **GOVERNING LAW:** This Agreement will be construed and governed in all respects by the laws for the time being in force in New Zealand and the parties agree that the courts of New Zealand have exclusive jurisdiction.
15. **LEGAL ADVICE:** The Customer acknowledges that before signing these Terms, they have obtained (or declined to obtain) independent legal advice and were satisfied with that advice (or otherwise satisfied themselves) before signing.
16. **GENERAL:** These Terms prevail over any other document or terms used by the Customer (or any other person having an interest in the Goods).

DEED OF GUARANTEE

To: Urgent Couriers Ltd (the **Company**)

From: _____(the **Guarantor**)

In respect of [*insert name of Customer*] (the **Customer**),

Trading Account Number: [*insert account number*](the **Account**).

Background

This guarantee is supplemental and ancillary to the Account that the Customer has with the Company and under which the Company provides courier services to the Customer.

Guarantee

In consideration of the Company providing the Customer with services under the Account from time to time, the Guarantor hereby:

1. Unconditionally and irrevocably guarantees to the Company:

- a. the due and punctual payment by the Customer to the Company of all moneys as and when they shall become due and payable by the Customer; and
- b. the due observance and performance by the Customer of all its obligations in respect of the Account and/or any other agreement between the Company and the Customer.

2. Agrees that although the liability under this guarantee is as surety only, the Guarantor is liable as a principal debtor to the Company and the Guarantor's liability will not be discharged, abrogated, prejudiced or affected by any of the following:

- a. The granting of time, credit or any indulgence or other concession to the Customer;
- b. The release, abandonment, waiver, variation, establishment or relinquishment of any securities or any rights that the Company has against the Customer;
- c. The alteration, modification, variation or addition to the Account or any other agreement relating to the supply of services between the Company and the Customer;
- d. Any change in the shareholding or directorship of the Customer or the receivership or liquidation of the Customer;
- e. Any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect this guarantee or the obligations contained in this guarantee or any of the rights, powers, or remedies conferred upon the Company by this guarantee at law.

3. Agrees that this guarantee shall be an irrevocable and continuing guarantee and shall remain in full force and effect until the Customer has paid all moneys due in respect of the Account or due under any other agreement between the Company and the Customer.

4. Agrees to waive any rights of subrogation in respect of any security held by the Guarantor in respect of the Customer's obligations to the Guarantor until the Customer has paid all moneys due to the Company in respect of the Account or any other agreement between the Company and the Customer.

SIGNED by _____.
The **GUARANTOR**

_____.
In the presence of:

_____.
Name