



**APN Holdings NZ Limited**

and its related Companies

PO Box 32, Auckland, New Zealand

Phone: 0800 110 579

Fax: 09 373 9522

Email: creditcontrol.enquiry@apn.co.nz

CUSTOMER NUMBER:	
Office Use Only	
Business Unit	
Sales Person	

**APPLICATION FOR CREDIT ACCOUNT**

*The applicant and the directors, partners, sole traders signing below acknowledge that this application is made to APN Holdings NZ Limited in its own capacity and in its capacity for and on behalf of APN Holdings NZ Limited's related Companies.*

Trading Name: \_\_\_\_\_ Established:    /    /

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

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

If available, would you like to receive statements/invoices by email?    Yes / No    (please circle one)

Business Phone: \_\_\_\_\_ Personal Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Drivers License No. \_\_\_\_\_

Authorised Person: \_\_\_\_\_ Estimated Monthly Spend: \_\_\_\_\_

**Directors / Partners / Sole Trader: (Delete which do not apply) (last 5 years including present)**

	Full Names	Date of Birth	Residential Address	Period
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____

**Names, Address of other previous businesses/occupations last 5 years: (Specify whether employee or owner)**

	Name	Address	Period
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

**References:    1) Other/Media    2 & 3) Suppliers    4) Personal References**

	Name	Address	Phone	Type of Credit
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____

**See Overleaf:**

**THIS SECTION TO BE COMPLETED FOR ALL COMPANY APPLICATIONS**

Certify that I/We am/are the director(s)

I/We \_\_\_\_\_  
 Name of Director \_\_\_\_\_ Name of Director/  
 Of \_\_\_\_\_  
 Name of Company \_\_\_\_\_

And in consideration of APN Holdings NZ Limited approving the enclosed credit application for credit to be advanced by each APN related Company. I/We guarantee the payment of any amount owing by the applicant to any APN Company and indemnify each APN Company for any loss that it may suffer arising from the granting of credit to the applicant. I/We also authorise APN to obtain the use of credit information related to me/us from any credit reporting agency for the purpose of considering the guarantee and indemnity that I/We have provided with this application. I/We also confirm that APN Holdings NZ Limited may disclose the contents of any credit report or information which comes into its possession or control to any other APN related Company.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**I/WE AGREE TO ABIDE BY THE CREDIT TERMS SHOWN BELOW (as may be varied by APN from time to time):**

1. The expression 'APN' means APN Holdings NZ Limited and its related companies (as defined in the Companies Act 1993).
2. Payment is strictly in accordance with the applicable APN terms of trade. I/We have read, understood and accepted the details set out in the applicable APN terms of trade for retailer, terms of trade for advertisements and terms of trade for printing services, as may be modified by APN from time to time.
3. Any credit provided by APN will, unless specifically agreed to the contrary in writing by APN, be on these credit terms which may be varied by APN from time to time. APN may grant to, deny or withdraw credit from, me/us at any time at its discretion.
4. I/We must pay the amount shown in any invoice on or before the due date stipulated in the invoice ("Due Date"). Disputed amounts and claims on any grounds must be made within 30 days from the relevant invoice or statement.
5. If payment is not made on or before the Due Date in the case of advertising where I/We were charged a rate card rate, APN may invoice me/us for the difference between the rate card rate and the casual rate and I/We must pay the amount of that further invoice. I/We acknowledge that the charges set out in the NZ Herald rate cards are exclusive of GST which is payable by me/us.
6. Any government or industry taxes, and/or levies payable in relation to APN's supply to me/us must be borne by me/us.
7. If any invoice remains unpaid after the Due Date, APN may also:
  - a) Without notice refuse to publish any further advertisements for an/or make any further supply to me/us and suspend or cancel any or all of my/our orders until payment is received.
  - b) Charge me/us default interest on all unpaid amounts at the rate of 2% per month from the Due Date until the date full payment is received; and
  - c) Without prior notice, apply all or part of any credit balance with APN towards satisfaction of any amount owing (whether or not due for payment) by me/us to APN.
8. I/We must ensure that my/our customer account number is available only to those of my/our employees authorised to use it. I/We acknowledge that I/we will be liable for all advertising and other supply requested with the quotation of my/our customer account number.
9. The information on this application is being collected and stored by APN for us in assessing my/our application for credit and for debt collection. If I/we fail to provide the information requested APN may refuse to provide credit. I/we authorise any person or company to provide APN with such information as APN may require in response to APN credit enquiries. I/we further authorise APN to furnish to any third party details of this application and any subsequent dealings that I/we may have with APN as a result of this application being actioned by APN. Under the Privacy Act 1993, I/we have a right to access information collected by APN and to request that this information is corrected. The information will be held at the offices of the New Zealand Herald at 46 Albert Street, Auckland.
10. If I/we intend to sell or otherwise transfer my/our business, I/we must immediately notify APN in writing and provide such information about the intended transferee as APN may reasonably request. Where I/we fail to complete my/our obligations under this clause then, notwithstanding that I/we may no longer own or operate the business, I/we will remain liable for the supply by APN to the business.
11. I/we may not assign this credit contract or any part of it, or any credit balance which I/we may have with APN to any third party without the prior written consent by APN. I/We undertake not to attempt any such assignment.
12. Supply by APN is conditional upon APN being satisfied with the assessment of my/our credit at all times. If APN is not satisfied with my/our credit it may discontinue supply without providing further notice to me/us.
13. APN may apply (without prior notice) all or part of any credit balance with APN towards satisfaction any amount owing (whether or not due for payment) by me/us to APN. If at any time any amount is contingently due or is not quantified, APN may retain and withhold repayment of any credit balance I/we may have with APN pending such amount becoming due or being quantified.
14. In addition to cash and cheque, APN accepts payment by direct debit, direct credit and telebanking. If paying via these options I/we will mail my/our remittance advice with completed payment details showing the date paid.
15. I/We agree that APN shall not be obliged to exercise any of its rights conferred by these credit terms and the exercise or non-exercise of these rights shall not affect, impair, prejudice or otherwise detract from any securities or other documents held now or in the future by APN to secure any indebtedness which may be the subject of a set off under these credit terms of any rights, privileges, or directions available to APN under general law or otherwise. I/We may be liable for all costs incurred by APN in the event of non-payment or delay in payment for the recovery of any amount owed by me/us (including costs between solicitor and client).
16. This contract is governed by, and construed in accordance with the laws of New Zealand. I/We submit to the exclusive jurisdiction of the laws of New Zealand in respect of any dispute arising from this contract.

Signed \_\_\_\_\_  
 Director/Owner/Partner/Sole Trader (delete as applicable)

Signed \_\_\_\_\_  
 Director/Owner/Partner/Sole Trader (delete as applicable)

Date \_\_\_\_\_