



# New Customer Detail Form

**M.T. DRUMS 2016 LTD**  
**RUBBISH WHEELIE BIN/SKIP HIRE**

**Ph: Ian 021 542643**

**Truck: 027 438 5957**

**(after hours 03 755 6986)**

*Accounts:*

PO Box 242 – Hokitika

Email: [mtdrums2016@gmail.com](mailto:mtdrums2016@gmail.com)

Welcome to our service. We ask you to please fill out your customer details below and return this form to us for our records:

CUSTOMER DETAILS

Name: (Mr/Mrs/Ms) \_\_\_\_\_

Business name: \_\_\_\_\_

(including trading name if different from company registered name)

Trading as: \_\_\_\_\_

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

Email: \_\_\_\_\_

*(for the purpose of emailing accounts/invoices)*

Phone: \_\_\_\_\_

**State how often bin to be emptied** (eg: weekly, fortnightly) \_\_\_\_\_

*Our Accounts Receivable Lady would be pleased to receive your payment on receipt of your invoice or at least by the 20<sup>th</sup> of the month following. Accounts posted will be subject to \$1.50 postage.*

Direct Credit to Bank Account – MT Drums 2016 Ltd as below

**Nelson Building Society (NBS) Account 03-1354-0394689-16**

*Our Terms of Credit:* Delayed payment unfortunately shall incur interest at the rate of 2% per month and any recovery costs for any outstanding monies owed that are incurred will be the responsibility of the above.

All rubbish bins supplied become the responsibility of the customer/hirer if lost, stolen or damaged.

*For confirmation status, please sign and return this form to the above address or scan & email if preferred.*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*(Please read our terms and by signing this form you agree to our terms and conditions)*



*Our Terms :*

The terms set out in this form shall apply to all goods and/or services supplied from MT Drums (2016) Limited ("company", "we" or "us") to you ("customer" or "you") from time to time.

For the purposes of these terms, the words "goods" and/or "services" includes all goods and chattels, services, charges for work and labour done, hire charges, fees, repairs, materials, and insurance charges of whatsoever nature, associated with supply of goods and services to the customer.

The customer authorises any person or company to provide the company with such information as the company may require in response to the company's credit enquiries. The customer further authorises the company to furnish to any third party details of the customer's dealings with the company.

The customer shall pay interest on all amounts not paid on the due date at the rate of 2% per month until receipt of payment in full. Interest will be charged from the date on which payment was due on a daily basis. In addition to interest, the customer will be liable for all costs and/or expenses including solicitor/client costs that are incurred by the company to recover any amount not paid. Any costs and expenses not paid shall also bear interest from the date upon which they are due for payment at the rate of 2% per month. All payments by the customer shall be applied first to the reduction of interest and costs due and the balance shall then be applied in reduction of the original amounts due. The company may assign all or any part of the amounts owing. There shall be no set-off or withholding of any payment due to the company for any reason. Once placed, no order lodged by the customer may be withdrawn, revoked or cancelled without the company's written consent.

Physical delivery of the rubbish bin(s) by us constitutes delivery to you. The delivery of the rubbish bin(s) to you creates a fiduciary relationship between us and you in relation to the rubbish bin(s) and you shall hold the rubbish bin(s) as bailee for us. Risk in the rubbish bin(s) passes to you on delivery. Notwithstanding delivery, ownership of the rubbish bin(s) remains with us. All rubbish bins supplied to you become your responsibility and at all times we are entitled to recover from you the value of the rubbish bin(s) as a liquidated sum.

You grant to us a security interest (as such term is defined by the Personal Property Securities Act 1999, hereinafter referred to as the "PPSA"). If you default in the payment of any accounts and/or amounts owed to us or in any of your obligations under these terms of trade or under any other agreement, we may exercise any and all remedies afforded to a secured party by the PPSA. The customer must keep the rubbish bin(s) free from any charge, lien, or other encumbrance or "security interest" as that term is defined in the PPSA.

Where the supply of goods or services by the company is for business purposes, the provisions of the Consumer Guarantees Act 1993 shall not apply and the company gives no warranty that the goods or services are suitable for the purpose for which the customer proposed to use them. All terms, conditions and warranties (whether express or implied) whether by the company and/or its agents or employees, statute or otherwise (other than mandatory warranties) are expressly excluded.

The customer indemnifies the company:

- In respect of all costs and expenses including but not limited to legal costs on a solicitor/client basis that the company may incur as a result of default by the customer of any of these terms; and
- From and against any prosecution, enforcement action or liability arising out of or in connection with work undertaken by the company for the customer or in accordance with the customer's instructions including any loss, damages, penalties, fines or any other such costs whatsoever including but not limited to legal costs on a solicitor/client basis.

The company's liability in respect of any goods and/or services supplied to the customer is limited in all cases to the value of the relevant goods and/or services supplied.

If you are a company, the undersigned warrants and undertakes that s/he is authorised to sign these terms of trade on behalf of the customer and that in the absence of a personal guarantee of payment by a director or shareholder, s/he accepts personal liability for payment of all amounts owing under these terms.

The undersigned as the customer, or the authorised person(s) on behalf of the customer, acknowledge(s) that my/our signature(s) confirm(s) that I/we are duly authorised by the customer to sign these terms and I/we have read, understood and accepted the terms and I/we agree to be bound by such terms.

*Please sign and return this form to the above address or scan & email if preferred*