



NEW ZEALAND
MEDIA AND
ENTERTAINMENT

Phone: 0800 110 579
Email: creditapp@nzme.co.nz

Customer Number:	
Sales Person:	

The applicant and the directors, partners, sole traders signing below acknowledge that this application is made to NZME Publishing Limited, NZME Radio Limited and their related companies (as that term is defined in section 2(3) of the Companies Act 1993) (NZME).

Trading Name: _____ Established: / /

Company Name: _____

NZBN: _____

Postal Address: _____

Email Address for invoice statements: _____

All invoice statements will be emailed unless you ask us to send them by post. Please note there may be a fee incurred for posting an invoice. Please tick this box if you would like your invoice statements posted:

Business Phone: _____

Mobile Phone: _____

Type of Business: _____

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 business/occupations last 5 years: (Specify whether employee or owner)

1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

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

Name	Contact or Account #	Phone	Type of Credit
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____



APPLICATION FOR CREDIT ACCOUNT

DIRECTOR'S PERSONAL GUARANTEE

(THIS SECTION TO BE COMPLETED FOR ALL COMPANY APPLICATIONS)

I/We _____
Name of Director: _____ Name of Director: _____ ('Guarantor(s)')

Of _____

Name of Company ('Applicant')

Each Guarantor certifies that he or she is a director of the Applicant. In consideration of NZME Publishing Limited, NZME Radio Limited or any of their related companies (each an '**NZME Company**'), approving this application for credit to be advanced by any NZME Company, the Guarantors Jointly and severally personally guarantee the prompt payment of any amount owing by the applicant to the relevant NZME Company and indemnify each NZME Company for any loss that it may suffer arising from the granting of credit by that NZME Company to the Applicant. The Guarantor(s) authorise any NZME Company to obtain credit information related to the Guarantor(s) or the Applicant from any credit reporting agency for the purpose of considering this application. The Guarantor(s) also confirm that any NZME Company may disclose the contents of any credit report or information about the Applicant or Guarantor(s) which comes into its possession or control to any other NZME Company or to any credit reporting agency.

Signature _____

Date _____

Signature _____

Date _____

CREDIT TERMS

THE APPLICANT AND THE GUARANTORS AGREE TO ABIDE BY THE CREDIT TERMS SHOWN BELOW (As may be varied by NZME from time to time):

- 1) The expression 'NZME' means NZME Publishing Limited, NZME Radio Limited and any of their related companies (as defined in the Companies Act 1993).
- 2) Payment is strictly in accordance with the applicable NZME terms and conditions. The Applicant and the Guarantor(s) agree that they have each read, understood and accepted the details set out in the applicable NZME terms and conditions.
- 3) Any credit provided by NZME will, unless specifically agreed to the contrary in writing by NZME, be on these credit terms. NZME may grant to, deny or withdraw credit from, the Applicant at any time in its sole discretion.
- 4) The Applicant must pay the amount shown on the 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 date printed on the relevant invoice or statement.
- 5) The Applicant and the Guarantor(s) acknowledge that the charges set out in the NZME rate cards are exclusive of GST, which is payable by the client.
- 6) Any government or industry taxes, and/or levies payable in relation to NZME's supply to the Applicant must be borne by the Applicant.
- 7) If any invoice remains unpaid after the Due Date NZME may also:
 - (a) Without notice refuse to publish any further advertisements for and/or make any further supply to the Applicant and suspend or cancel any or all of the Applicant's orders until payment is received;
 - (b) Charge the Applicant default interest on all unpaid amounts at the rate of 5% per month from the Due Date until the date full Payment is received;
 - (c) Without prior notice, apply all or part of any credit balance with NZME, or any amounts NZME owes the Applicant, towards satisfaction of any amount owing (whether or not due for payment) by the Applicant to NZME;
 - (d) Require the Applicant to pay NZME any costs NZME or its agents incur in recovering money the Applicant owes, including commissions and legal costs on a solicitor-client basis; and
 - (d) List information about the default with a credit reporting agency.
- 8) If at any time any amount is contingently due or is not quantified, NZME may retain and withhold repayment of any credit balance the Applicant may have with NZME pending such amount becoming due or being quantified.
- 9) The Applicant must ensure that its customer account number is available only to those of its employees that are authorised to use it. The Applicant acknowledges that it will be liable for all advertising and other supply requested with the quotation of the Applicant's customer account number.
- 10) Personal Information contained in this application is being collected and stored by NZME in accordance with our privacy policy, which can be found at nzme.co.nz or [\[click here\]](#). In addition to the purposes for which information may be used that are set out in our privacy policy, personal information may also be used by NZME to determine whether to provide (and thereafter continue to provide) a credit account to the Applicant, for credit assessment and control debt recovery purposes. If the Applicant fails to provide the information requested, NZME may refuse to provide credit to the Applicant. Where any personal information is disclosed by the Applicant about identifiable individuals, the Applicant will ensure that the relevant individual is made aware of the information contained in the privacy policy and that the Applicant has the consent of those individuals to share such information with NZME. The Applicant authorises NZME to obtain information from, and disclose information to, credit reporting agencies and debt collection agencies for the above purposes.
- 11) If there is an intention to sell or otherwise transfer the Applicant's business or effective control of the Applicant's business, the Applicant must immediately notify NZME in writing and provide such information about the intended transferee as NZME may reasonably request. If the Applicant fails to complete its obligations under this clause then, notwithstanding that the Guarantor(s) may no longer own or operate the business of the Applicant, the Guarantor(s) will remain liable for the supply by NZME to the Applicant.
- 12) In the event that a Guarantor ceases to be a director of the Applicant, the Guarantor will remain liable under this Agreement until a new Guarantor signs a personal guarantee in favour of NZME and agrees to accept all of the obligations set out in this guarantee in place of the current Guarantor.

- 13) Neither the Guarantor(s) nor the Applicant may assign this credit contract or any part of it, or any credit balance which the Applicant may have with NZME to any third party without the prior written consent of NZME. The Applicant and the Guarantor(s) undertake not to attempt any such assignment.
- 14) Supply by NZME is conditional upon NZME being satisfied with the assessment of the creditworthiness of the Guarantor(s) and the Applicant at all times. If NZME is not satisfied with the creditworthiness of the Guarantor(s) or Applicant, it may discontinue supply at any time without notice.
- 15) NZME reserves the right to withhold supply of goods or services in its absolute discretion, including if the Applicant fails to comply with any applicable NZME terms and conditions that are in place between the Applicant and NZME. NZME reserves the right to extend or withhold credit and to determine the length and volume of credit. Any discounts which may apply to the Applicant are rescinded if the Applicant is in breach of the applicable NZME terms and conditions.
- 16) To the extent permitted by section 43 of the Consumer Guarantees Act 1993 the Applicant indemnifies NZME against all liability, costs, expenses, loss and damage suffered or incurred by it as a result of any breach by the Applicant of these credit terms on any applicable terms of trade.
- 17) In addition to cash and credit card, NZME accepts payment by direct debit or direct credit. If paying via these options the Applicant will email its remittance advice with completed payment details showing the date paid.
- 18) If at any time NZME does not enforce any of these credit terms and conditions or any guarantee, or grants the Customer time or other indulgence, NZME shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.
- 19) The Applicant and the Guarantor(s) will be liable for all costs (including indirect and special damages) incurred by NZME as a result of any breach by the Applicant or Guarantor(s) of these Credit Terms and any steps taken by NZME to recover any amount owed by the Applicant or the Guarantor(s) (including costs on a solicitor and client basis).
- 20) This contract is governed by, and construed in accordance with the laws of New Zealand. The Applicant and the Guarantor(s) submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute arising from this contract.

Signature _____ Date: _____

Name: _____

Position: _____

Signature _____ Date: _____

Name: _____

Position: _____