



Phone: 06 752 2896

Email: office@blocgroup.co.nz

Postal Address: PO Box 39010, Egmont Village

Application for Credit Account	
Type Of Organisation (Please circle one)	Merchant Builder Blocklayer Other
Name of Organisation	
Trading Name	
Postal Address	
Physical Address	
Business Phone	Mobile Phone
Home Phone	Email
Accounts Contact	Accounts Email
If Company Incorporation Number	
Address of registered office	
Any prior business name	
How long have you been in business	Expected Monthly spend \$
Type of Business	
Contact person for this organisation	
Full name	
Postal address	
Contact Phone	Mobile Phone
Email address	
If A Sole Trader	
First name	Middle name
Surname	Date of birth
Directors and Management (details of Directors Partnership)	
Full name	Address
Trade References	
Name	Phone number



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Professional Consultants	
Bank	Branch
Accountant	
Solicitor	
<p>I/We confirm that the above information is accurate and complete in all material respects and that it may be held and used by Bloc Group Limited and its subsidiaries (the Group) to enable members of the Group: consider this application; administer my/our account (if the application is approved); monitor my/our creditworthiness on an ongoing basis; recover monies due to members of the group by me/ us or to assist members of the Group in the exercise of any of their rights, powers and remedies. I/we agree that the terms of the trade of each Group member ('Terms') will apply to all transactions between me/ us and that Group member. Terms as at the date of this application are attached to this application. I/ We acknowledge that the Terms provide for a security interest in favour of the relevant Group member in all my/ our present personal property and after- acquired property except any personal property which is not (or which is exclusively the proceeds of any item of personal property which is not) supplied by that member of the Group from time to time and at any time, including future advances. I/We am/are aware the Terms are subject to change at any time by notice to me/ us. I/ We agree to make all payments due to members of the Group by the due date, and if payment is not made by the due date, that (without limiting a members of the Group's other rights, powers and remedies) I/ We agree to pay interest specifies in the Terms, I/ We authorise any person to provide members of the Group with such information as members of the Group may require in response to their credit and/ or employment enquiries and this authorisation may be produced for the purposes of making such enquiries. I/ We agree to continue to make at all times full and accurate disclosure to members of the Group of any information that may materially affect a Group member's decision to continue granting a credit facility. I/ We warrant that each person's signature appearing on this agreement is duly authorised by the Customer to apply for credit and sign this agreement. I/ We acknowledge that these terms and conditions apply to all accounts I/ We may choose to open with members of the Group.</p>	
Date	
Signature of the Customer	
Name of the signatory (please print)	



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Personal Guarantee to Bloc Group Limited	
We:	
Guarantors Full name	
Guarantors Full Address	
Guarantors Phone Number	
<p>1. The Guarantor hereby unconditionally and irrevocably guarantees to each of the Group:</p> <p>(a) full, prompt and complete performance by the Customer of all its obligations that the customer owes now or may in the future owe to that member of the Group; and</p> <p>(b) the due and punctual payment of all sums payable now or in the future to that member of the Group by the Customer when as the same shall become due and undertakes with each member of the Group that if and each time the Customer is in default in the payment of any sum whatsoever, the Guarantor will forthwith make good the default and unconditionally pay to that member of the Group all sums which shall be payable, together with the interest thereon at the rate per annum from time to time payable by the Customer on such sums.</p> <p>2. The Guarantor agrees that although the Guarantor may be a surety only, as between Guarantor and member of the Group the Guarantor will be liable as a principal debtor for the amounts outstanding and owed by the Customer and all other amounts payable to members of the Group by the Customer.</p> <p>3. The Guarantee is a continuing Guarantee and shall remain in force 6 months after all credit arrangements between each member are ended, payment in full of all sums payable by the Customer has been made, and all obligations of the Customer to each member of the Group are completed in full.</p> <p>4. The obligations of the Guarantor shall not be affected, exonerated, or discharged by any act, error, omission, dealing, course of conduct, matter or thing which, but for this provision, might operate to release, exonerate or otherwise discharge the Guarantor from its obligation hereunder, including bankruptcy of any person, any member of the Group granting any time or indulgence to any person, or exercising or failing to exercise any rights or powers, the release or variation of any security for any obligation which is guaranteed, any variation, amendment to or replacement of any agreement between the Customer and any member of the Group (whether or not consented to by the Guarantor), and anything else which would release a surety.</p> <p>5. This Guarantee is in addition to and will not in any way be prejudiced by any other collateral or security now or hereafter held by any member of the Group in relation to or as security for the obligations of the Customer or any Lien to which a member of the Group may be entitled.</p> <p>6. This Guarantee may be enforced without any member of the Group having to give notice to, or take any steps against, the Customer and without any member of the Group having to first have recourse to any other collateral or security of a member of the Group in my hold.</p> <p>7. In addition to the Guarantee contained above and separate therefrom, the Guarantor hereby unconditionally and irrevocably agrees to indemnify and to keep indemnified each member of the Group against any loss, cost or expense that members of the Group (or any of its employees or agents) may suffer or incur resulting from the failure by the Customer to make payment due on the date and pay that member of the Group the amount of any such loss, cost or expense whether or not that member of the Group has attempted to enforce any rights against the Guarantor.</p> <p>8. All payments under this Guarantee must be made without deduction and no payment may be withheld, reduced or deferred on account of any claim, set-off, counterclaim or otherwise.</p>	



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9. Any member of the Group may (in its absolute discretion) at any time refuse further credit, supplies or services to the Customer.
10. If the customer is a trust or trustee of a trust, the Guarantor warrants that the Customer has full authority to enter into agreements for the supply to it of goods or services, or both, on credit.
11. In the event of the liquidation of the Customer or any guarantor, the Guarantor will not prove in such liquidation or bankruptcy in competition with any member of the Group and the Guarantor authorizes members of the Group to prove all moneys which the Guarantor has paid hereunder.
12. The Guarantor warrants that the Customer has authorised each member of the Group and the Customer to the Guarantor.
13. In this Guarantee any references to a person includes that person's successors and permitted assigns (by whatever means including amalgamation) and any person who is or becomes liable or responsible for that person's affairs. The singular includes the plural, and the reverse also applies.
14. The Guarantor agrees that each member of the Group shall have the right to complete and register a mortgage over any property owned by the Guarantor to secure the guaranteed debt. Each member of the Group shall have the right to lodge a caveat on any such property owned by the Guarantor for the purpose of that member of the Group exercising its rights pursuant to this clause whilst any guaranteed debt remains outstanding.
15. If there is more than one Guarantor, the obligations of each such person under this Guarantee are join and several. Any notice of demand given to one Guarantor is deemed to be given to all of them.
16. Under this Guarantee the Guarantor may become liable to members of the Group as principal debtor in respect of liability of the Customer to members of the group. Prior to signing this Guarantee the Guarantor shall obtain legal advice that is independent of any legal advice obtained by the Customer By signing below the/ each Guarantor acknowledged that:
- (a) he or she has taken independent legal advice before signing this Guarantee; or
- (b) if independent legal advice has not been taken, he or she has chosen not to seek such advice and has signed this Guarantee based on his or her own judgment and that he or she takes sole responsibility for doing so and waives any right that he or she might otherwise have arising out of failure to obtain such advice.

Date:	
Signed as a Deed by Guarantor:	
in the presence of:	
Signed by the Guarantor in my presence	
Witness signature:	
Witness name:	
Occupation:	
Address:	



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- 17. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**
 17.1 If the Customer (as a Trust or Company, the Trustee(s) or Director(s)) executing any documents required in consideration of Bloc Group Limited agreeing to supply goods or services, and/or granting credit to the Customer as requested by them, sign the contract in their capacity as Trustee(s) or Director(s) as well as in their personal capacity, the Trustee(s) or Director(s) agree in their personal capacity to guarantee to Bloc Group Limited to pay any and all monies owing to Bloc Group Limited by the Customer.
 17.2 The Customer agrees that the personal liability of the Trustee(s) and Director(s) under clause 17.1 of the Terms and Conditions contained herein does not in any way exclude the Customer's liability or obligations contained in these Terms and Conditions or any monies owed by the Customer to Bloc Group Limited.
- 18. LIMITATION OF LIABILITY**
 18.1 Despite anything stated or implied in the Terms of Trade, it is agreed by Bloc Group Limited that any independent Trustee entering into the Terms of Trade as a Customer entered into these Terms of Trade as a Trustee of the Trust and not in their personal capacity. As such the liability of the independent Trustee is limited in the absence of fraud to the assets from time to time of the Trust and shall not be unlimited personal liability.
19. HEALTH AND SAFETY
 19.1 The Customer agrees to provide a safe working environment which complies with all relevant Health and Safety legislation and regulations in New Zealand including but not limited to the Health and Safety at Work Act 2015.
 19.2 The Customer shall provide to Bloc Group Limited a list of hazards at the Customer Delivery site (if any).
 19.3 Bloc Group Limited shall be responsible for the actions of its Employees.
20. DISPUTES
 20.1 All differences and disputes arising between Bloc Group Limited and the Customer concerning any goods or services provided by Bloc Group Limited or any act or thing to be done or suffered or omitted to be done in pursuance hereof concerning the Terms of Trade shall be referred to the Arbitration of the Sole Arbitrator to be appointed by both parties by mutual agreement and in every event any such determination shall be in accordance with the Arbitration Act 1996 or any amendment thereto or enactment thereof for the time being enforced. Should the parties be unable to mutually agree on a Sole Arbitrator, then the appointment will be made by the High Court in accordance with Article 11.28 of the First Schedule of the Arbitration Act 1996.
 20.2 The Sole Arbitrator shall conduct the arbitration in such a manner as he or she with unfettered discretion shall decide with all the powers in the Second Schedule of the Arbitration Act 1996 unless those powers are mutually waived by the parties in whole or in part.
- 21. MISCELLANEOUS**
 21.1 If any provision of these Terms and Conditions are deemed invalid, void or illegal and consequently unenforceable, this does not affect the validity or legality of the remaining provisions contained in these Terms and Conditions.
 21.2 Failure by Bloc Group Limited to enforce any of the Terms and Conditions of these Terms and Conditions.
 21.3 The Customer agrees not to assign or subcontract any of its rights or obligations under these Terms and Conditions of Trade without written consent of Bloc Group Limited.
 21.4 It is agreed by both parties that any agreement between them is governed by New Zealand Law.

- 10.7 The Customer acknowledges and agrees that Bloc Group Limited shall not be liable for any defect in colour or feature of the goods (specifically cement) provided to the Customer unless it can be proven that such defect is a result of the manufacturing of the goods by Bloc Group Limited as determined by an independent assessment by a qualified assessor undertaken by a qualified assessor.
 10.8 Should the Customer wish to make a claim that Bloc Group Limited were short on good delivered a claim must be made in writing to Bloc Group Limited (with invoice number) within 5 working days of delivery of such goods. The Customer acknowledges that if the claim is not made in the timeframe provided that the Customer is deemed to have waived their right to such claims.
- 11. CANCELLATION**
 11.1 Bloc Group Limited and the Customer have the right to suspend or cancel any part or whole contract (in addition to any other right of cancellation in the terms and condition contained herein) to provide goods or services and/or for the Customer's Credit Facility with not less than 1 working day notice in writing prior to the Customer's expected delivery date.
 11.2 The Customer agrees that the suspension or termination shall affect Bloc Group Limited's claim for any monies owing to Bloc Group Limited by the Customer.
 11.3 The Customer agrees that no suspension or termination shall release the Customer from liability for any goods or services in the Terms and Conditions contained herein.
- 12. RETURNS**
 12.1 The Customer acknowledges that any return is subject to the discretion, inspection and authorisation of Bloc Group Limited.
 12.2 The Customer agrees that no returns are allowed by Bloc Group Limited for the following goods and services:
 12.2.1 Ready mix concrete;
 12.2.2 Cement;
 12.2.3 Special Orders; or
 12.2.4 Goods not in a saleable condition.
- 13. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)**
 13.1 The Customer acknowledges that the Terms and Conditions of Trade herein constitutes a security agreement which grants Bloc Group Limited a security interest in all present and after acquired goods supplied by Bloc Group to the Customer from time to time and any services relating thereto together with all proceeds arising from these goods including, but not limited to, goods, money, accounts, receivables, chattel paper, intangibles, negotiable instruments, documents of title and investment securities together with all monies owing by the Customer to Bloc Group Limited including any amounts for which the Customer may become liable.
 13.2 The Customer agrees to provide to Bloc Group Limited all information and execute any documents as Bloc Group Limited may reasonably require to register a financing statement upon demand to ensure that Bloc Group Limited has a perfected security interest under the PPSA.
 13.3 The Customer agrees to promptly upon demand reimburse Bloc Group Limited for any costs associated with registering the Financing Statement and/or enforcing or attempting to enforce the Terms and Conditions of Trade contained herein against the Customer and/or any other party.
 13.4 The Customer agrees to notify Bloc Group Limited of any change in the Customer's details including but not limited to a change of name, facsimile, trading name, email address or address no less than 10 working days prior to the change taking effect.
- 14. SECURITY**
 14.1 Without prejudice to any other right and/or terms and conditions contained herein, Bloc Group Limited reserves its right to request the Customer provide security over any goods provided to the Customer as Bloc Group Limited may from time to time and at its discretion believe necessary or refuse to supply any further goods and/or services to the Customer until such time that the required security is provided.
- 15. FORCE MAJEURE**
 15.1 Neither Bloc Group Limited nor the Customer shall be responsible for any breach of this Agreement by any extraordinary occurrences which are beyond the reasonable control of the other party.
- 16. CONSUMER GUARANTEES ACT 1993**
 16.1 The Customer acknowledges that the guarantees contained in the Consumer Guarantees Act 1993 do not apply to any Customer purchasing the Goods or Services of Bloc Group Limited for business purposes.

- 8. COLLECTION AND USE OF CONFIDENTIAL INFORMATION**
 8.1 The Customer consents to Bloc Group Limited undertaking credit enquiries regarding the Customer.
 8.2 The Customer consents and authorises any person, company or organisation to provide confidential information to Bloc Group Limited to undertake credit enquiries.
 8.3 The information obtained by Bloc Group Limited will be limited to what is reasonably required by Bloc Group Limited.
 8.4 The Customer authorises Bloc Group Limited to provide third party with details of this application and any subsequent dealings that Bloc Group Limited may have with the Customer as a result of this application. Any disclosure shall be limited to that reasonably requested by the third party.
 8.5 The Customer and the Customer's guarantor have the right to access and correct of any personal information held by Bloc Group Limited under the Privacy Act 1993.
- 9. DELIVERY AND RISK**
 9.1 The Customer agrees to pay for all delivery costs, charges and expenses including transportation and disposal expenses incurred by Bloc Group Limited resulting from the failure, refusal or inability to take or accept delivery of the goods.
 9.2 The Customer agrees that should Bloc Group Limited deliver any goods or services under the Terms and Conditions herein, it is considered a separate contract subject to the terms and conditions herein.
 9.3 The customer agrees to accept delivery upon the delivery of goods by Bloc Group Limited.
 9.4 The Customer must provide Bloc Group Limited with reasonable notice for delivery of goods to the Customer. Bloc Group Limited will make every effort to deliver any goods or perform services for the customer within the timeframe given by the Customer however no claim will be made against Bloc Group Limited should Bloc Group Limited fail to deliver such goods in the required timeframe provided by the Customer.
 9.5 Any delivery will be made at the address provided to Bloc Group Limited. In the event that such delivery is made to another person upon the Customer's discretion, that person will take possession of such goods for the Customer as their agent. The Customer will remain responsible for such goods as though they were delivered to them personally on the terms and conditions contained herein.
 9.6 The Customer acknowledges that Bloc Group Limited will not be responsible for any loss or damage arising from any delay in delivery or performance of services. The Customer is responsible for any insurance required and risk to the goods from the time such goods leave the premises of Bloc Group Limited.
 9.7 Should the Customer require the delivery of goods to a place that there is not a metal paved or concrete access, the Customer shall provide an access way to enable the safe delivery of the goods with unimpeded access. Bloc Group Limited may at its discretion refuse to deliver goods to the Customer if any access way is not to its satisfaction. The Customer acknowledges that any refusal to deliver is not a breach of the terms and conditions contained herein.
 9.8 The Customer accepts and assumes liability of any damage to any roadway, kerb, footpath and any other property damage during the delivery of goods to the Customer. The Customer hereby indemnifies Bloc Group Limited for damage to the roadway or to whom the owner of the property is. The liability for damage includes that of any damage to the truck, equipment and Machinery of Bloc Group Limited.
- 10. LIABILITY**
 10.1 All goods supplied to the Customer by Bloc Group Limited will be produced in accordance with any standards and requirements required by us in law and may amendments thereto.
 10.2 It is the responsibility of the Customer to ensure that any goods provided to the Customer by Bloc Group Limited are for the purpose of which those goods are intended by the Customer.
 10.3 Upon the delivery of any goods to the Customer a delivery docket will be provided to the Customer and shall be checked by the Customer of such goods.
 10.4 The Customer acknowledges that the dispatch of any goods upon delivery is deemed acceptance by the Customer of such goods.
 10.5 Should the Customer fail to advise Bloc Group Limited of faulty or incorrect goods prior to the unloading of the goods from the delivery vehicle Bloc Group Limited shall not be held responsible by the Customer and under no liability to replace the goods following dispatch of the goods.
 10.6 The Customer accepts that following delivery of any goods Bloc Group Limited is not responsible for the handling of the goods. Therefore Bloc Group Limited does not guarantee that works carried out using the goods delivered to the Customer.

- BLOC GROUP LIMITED**
- TERMS AND CONDITIONS OF TRADE**
- 1. DEFINITIONS**
 1.1 "Bloc Group Limited" shall mean Bloc Group Limited or any agents or employees thereof.
 1.2 "Customer" shall mean the customer, or any person acting on behalf of the customer, or any person purchasing the services of Bloc Group Limited.
 1.3 "Goods" means all goods supplied to the customer by Bloc Group Limited including but not limited to all building, stone and concrete products and includes any goods referred to in any invoice supplied by Bloc Group Limited at any time.
 1.4 "GST" means goods and service tax within the meaning provided in the Goods and Service Tax Act 1985
 1.5 "Services" shall mean all services and advice provided to the customer of Bloc Group Limited.
 1.6 "Independent Trustee" shall mean Trustee who does not have any right, or interest in, any of the assets of the Trust except in capacity as a trustee of the Trust.
- 2. BINDING AGREEMENT AND VARIATION**
 2.1 Any instructions received by the Customer to Bloc Group Limited for the supply of Goods and/or Services shall constitute a binding acceptance of the Terms and Conditions of Trade herein.
 2.2 Trade by giving the Customer written notice. Use of the Customer's account with Bloc Group Limited shall constitute acceptance of the variation.
- 3. PRICE**
 3.1 The price of Goods and Services will be invoiced plus GST in accordance with the Price List of Bloc Group Limited as at the date of delivery or as otherwise quoted in writing.
 3.2 All prices are subject to change without notice. Bloc Group Limited reserves the right to vary prices from time to time. The price of Goods and Services may be different to the price payable upon ordering of the Goods and/or Services.
 3.2.1 Bloc Group Limited may at its sole discretion charge additional fees (to be determined by Bloc Group Limited) should any delivery be made on a Weekend or after hours.
 3.2.2 Bloc Group Limited may at its sole discretion charge a additional fees (to be determined by Bloc Group Limited) for special mix designs/ changed order/re stack orders.
 3.2.3
- 4. PAYMENT**
 4.1 Subject to Clause 4.2, the customer will pay for any Goods and Services plus GST in cash before or upon delivery.
 4.2 Bloc Group Limited may grant credit at its discretion with payment to be made no later than the 20th day of the month following delivery.
 4.3 Bloc Group Limited may at its sole discretion require a deposit to be paid by the Customer prior to processing and request for Goods and Services.
 4.4 Any goods ordered by the Customer are not owned or possessed by the Customer until such time as the goods are paid for by the Customer to Bloc Group Limited.
- 5. CREDIT FACILITY**
 5.1 Despite Bloc Group Limited processing and approving an application for credit of having previously granted credit, Bloc Group Limited shall be entitled to withhold delivery of Goods and Services until such time that payment is made or until such time that the Customer's credit is deemed satisfactory by Bloc Group Limited.
 5.2 The Customer acknowledged that Bloc Group Limited may revoke the Customer's Credit facility at any time at its discretion.
- 6. DEFAULT INTEREST**
 6.1 Bloc Group Limited (without prejudice to any of its rights) shall be entitled to charge interest at the rate of 9% per month compounding on all overdue monies owed to Bloc Group Limited by the Customer.
- 7. DEFAULT ON PAYMENT**
 7.1 The total monies owing together with any default interest shall be payable to Bloc Group Limited immediately if any or all of the following applies:
 7.1.1 The Customer fails to make any payment due;
 7.1.2 The Customer has breached the Terms and Conditions of Bloc Group Limited contained herein;
 7.1.3 If the Customer has liquidator or Receiver appointed or Customer enters into any compromise with the creditors of the Customer.