

# SKYLINE GONDOLA, RESTAURANT AND LUGE

(SUBSIDIARY OF SKYLINE ENTERPRISES LTD)

## CREDIT APPLICATION FORM

Nature of Organisation:

Sole Trader  Partnership  Limited Company  Trust  Other  \_\_\_\_\_

Trade Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Mobile: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ Registered Office: \_\_\_\_\_

Company Number: \_\_\_\_\_ Date of Incorporation of Company/Date of Birth: \_\_\_\_\_

Previous Address Details (if less than 2 years): \_\_\_\_\_

Details of Directors (if Limited Company) or Partners (if Partnership)

1. Full Name: \_\_\_\_\_ 2. Full Name \_\_\_\_\_

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

Home Phone: ( ) \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_

Contact Person for Accounts: \_\_\_\_\_

Bank Name and Branch: \_\_\_\_\_

Solicitors Name and Address: \_\_\_\_\_

Accountants Name and Address: \_\_\_\_\_

Trade References:

1. \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

2. \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

3. \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act 1993 I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understood the Trading Terms and Conditions of Skyline Enterprises Ltd which form part of, and are intended to be read in conjunction with this Credit Application and I agree to be bound by those Trading Terms and Conditions.

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

(Proprietor / Partner / Director / Authorised Signatory) Circle One

Full Name: \_\_\_\_\_ Position: \_\_\_\_\_

Witness

Full Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

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

### For Office Use Only

Payment Terms: \_\_\_\_\_

Credit Service Check: Pass / Fail

References Checked: Yes / No

Feedback/Comments: \_\_\_\_\_

Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

# SKYLINE ENTERPRISES LTD

## TRADING TERMS AND CONDITIONS

1. Definitions
  - 1.1 "Seller" shall mean Skyline Enterprises Ltd and/or its subsidiaries.
  - 1.2 "Buyer" shall mean the buyer or any person or seller, acting on behalf of the buyer with the authority of the buyer.
  - 1.3 "Services" shall mean all services supplied by the seller to the buyer and includes any advice or recommendations.
  - 1.4 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the seller to the buyer (and where the context so permits shall include any supply of services as defined in clause 1.3)
  - 1.5 "Document" shall mean these Trading Terms and Conditions.
  - 1.6 "No show" shall mean the buyer or the buyer's party or group has failed to meet their obligation to attend the booking, reservation, function, or event that the buyer had instructed/booked with the seller to provide goods and/or services on a specific date and time.
  - 1.7 "Booking" shall mean an event, reservation, or function.
  - 1.8 "Event" shall mean a booking, reservation, or function.
2. Bookings
  - 2.1 Any written or verbal instruction received by the Seller from the Buyer for the supply of Goods and/or Services shall constitute that the Buyer accepts to be bound by the Document. This acceptance can not be revoked unless it is within the terms of the Document or it is accompanied by the written approval of the manager of the Seller.
  - 2.2 The Seller is not bound by any unauthorised statements, conditions, or agreements made by the Seller's agents or servants that do not adhere to this Document. Any such variations must have written approval by the manager of the Seller, prior to the delivery of the Goods and/or Services.
  - 2.3 The Seller at its discretion may request the Buyer to pay a monetary deposit before confirming a Booking/Event. The deposit will be determined by the Seller and may be calculated as a percentage of the estimated invoice value of the entire Booking/Event.
  - 2.4 Where the Seller requests a deposit from the Buyer for confirmation of a Booking/Event. Confirmation of the Booking/Event will only be made to the Buyer from the Seller, once the deposit is received as cleared funds in the Seller's bank account.
3. Cancellation
  - 3.1 Where the Buyer wishes to cancel a Booking/Event made with the Seller. The Buyer must immediately provide written notification to the Seller of its intention to cancel all or part of the Booking/Event.
  - 3.2 In the event the Buyer cancels all or part of the Booking/Event within 11-45 days prior to commencement of the Booking, the Seller reserves the right to retain the deposit and/or invoice the Buyer for any additional setup costs incurred prior by the cancellation.
  - 3.3 In the event the Buyer cancels all or part of the Booking/Event within 10 days prior to commencement of the Booking, the Seller reserves the right to retain the Buyer's deposit and/or invoice the Buyer for any additional setup costs and/or projected loss of revenue incurred by the late cancellation.
  - 3.4 In the event the Buyer does not show (i.e. "no show") for a Booking/Event the Seller will retain the Buyer's deposit and invoice the Buyer for the full cost of the Booking/Event.
  - 3.5 The Seller reserves the right to cancel a Booking/Event at any time. The Seller will endeavor to give the Buyer adequate notice of such a cancellation and where appropriate will assist the Buyer in sourcing alternative arrangements.
  - 3.6 Where the Seller has cancelled the Booking/Event the Seller will refund the deposit in full.
4. Rates
  - 4.1 Rates are quoted in New Zealand dollars.
  - 4.2 All rates as quoted are net per person, unless otherwise stated and are inclusive of goods and services tax.
  - 4.3 Room hire rates will be negotiated relative to the requirements of the Buyer and will not be quoted on a per head basis.
5. Service
  - 5.1 Under no circumstances will the Seller be responsible to the Buyer for any claim or damages (financial or other) caused as a result of the Sellers failure to provide any Goods and/or Services.
6. Payment Terms
  - 6.1 Payment is required by the 20<sup>th</sup> day of the month following the invoice date.
  - 6.2 The Seller reserves the right to charge the Buyer 5% interest per month on all amounts that have not been paid in full by the 20<sup>th</sup> of the month following the invoice date.
  - 6.3 If the Seller is forced to use debt recovery services to collect any outstanding amount/s from the Buyer, the Seller will invoice the Buyer and the Buyer will become liable for any additional costs incurred to recover the outstanding amount/s.
7. Reservation of Title

Until the Seller has been paid in full for all Goods and/or Services, all monies received by the Buyer shall be the property of the Seller and such monies shall be kept separate, accounted for and identified as being monies held by the applicant on trust for the Seller to be paid or applied only as the Seller directs.
8. Complaints

Any complaint must be made in writing within ten working days of the Goods and/or Services being provided.
9. General Lien/Right of Disposal

The Seller will in respect of all outstanding amount/s due from the Buyer have a general lien on any goods and property in the Seller's hands and shall be entitled on the expiry of fourteen days notice, to dispose of the goods or property as the Seller thinks fit and apply the proceeds towards the outstanding amount/s.
10. Seller's Liability
  - 10.1 The Seller shall not be held liable for any loss of any kind whatsoever suffered by the Buyer due to any malfunction of any equipment or facilities used by the Seller to provide Goods and/or Services which results in the Seller failing to provide any Goods and/or Services.
  - 10.2 Notwithstanding anything else contained in this Document, the liability of the Seller to the Buyer, whether in contract or in tort, in respect of all claims, will not in the aggregate exceed the cost of the Goods and/or Services.
11. Indemnity

The Buyer making the Booking/Event will indemnify the Seller against all costs incurred and losses suffered by the Seller including costs on solicitor/client basis, resulting from the acts or omission of the Buyer.
12. Force Majeure

The Seller will not be in any breach of this Document or in any way liable, if it is prevented from complying with the provision of Goods and/or Services by reason of act of God, act of public enemy, war, earthquake, riot, fire, storm, flood, explosion, compliance with any law of government restraint order, rule regulations, strikes, lockouts or any other cause not reasonably within the control of the Seller.
13. Buyer's Disclaimer

The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to it by any servant or agent of the Seller and the Buyer acknowledges that it buys the Goods and/or Services relying solely upon its own skill and judgment and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than given by the Seller which warranty shall be personal to the Buyer and shall not be transferable to any subsequent buyer.
14. General
  - 14.1 Unless the Buyer has received written confirmation from the Seller to the contrary, the terms of the Document apply to all transactions between the Buyer and Seller.
  - 14.2 The Buyer shall not offset against amounts due from the Seller to the Buyer or any third party.
  - 14.3 The Seller may assign all or part of its rights or obligations without the Buyer's consent.
  - 14.4 The Seller reserves the right to review and change the terms of the Document at anytime. Any such changes will only take effect once the Seller has notified the Buyer in writing. If any provision within the terms of the Document is determined invalid, void, or illegal, the remaining terms shall not be affected, prejudiced or impaired by such a ruling.