

Idea Developments Ltd – Application for Credit

(0524)



Type of Business: Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other: _____			
Company Name:			
Trading Name:			
Postal Address:			
		Postcode:	
Delivery Address:			
Contact Name:		Email :	
		Telephone: ()	
		Mobile Phone: ()	
Name and Address of Directors/ Partners/ Proprietors/ Sole Traders/ Private Individuals			
NAME (in full)		Residential Address	
Trading References <i>(provide names)</i>		Referee's Comments <i>(Idea to complete)</i>	
1			
2			
3			
Declaration			
<ol style="list-style-type: none"> 1. I warrant that I am authorised by the partners/directors of the application to commit them to the terms of this application and the consent clause contained in the application form. 2. I/We irrevocably authorize any person or company to provide Idea Developments Limited with such information as it may require in response to its credit inquiries relating to this application. I/We further irrevocably authorize Idea Developments Ltd to furnish any third party/Associated Companies details of this application and subsequence dealings that I/we may have with Idea Developments Ltd as a result of this application being actioned by Idea Developments Ltd. 3. I/We also acknowledge that I/we do not have to provide Idea Developments Ltd with any information, but that if I/we do not, it may affect their decision whether or not to give or to continue giving me/us supply on credit terms. 4. I have read the Terms and Conditions of Sale set out on the reverse and agree that those terms form the contract between Idea Developments Ltd and the buyer. In particular I note that payment is due within 7 days from the date of invoice and accept Idea Developments Ltd right to charge interest on overdue accounts. 5. I, (full name) _____ warrant to Idea Developments Ltd that, as agent of the buyer, I am authorised to enter into this contract on the Buyer's behalf. 6. I warrant to Idea Developments Ltd that information given in this application is to the best of my knowledge, information and belief, correct and complete. 			
Signed for and on behalf of the buyer		Witnessed p.p. Idea Developments Limited	
Signed: _____ date: _____		Signed: _____ date: _____	
PERSONAL GUARANTEE (to be completed by Limited Liability Companies)			
In consideration of the Provision of Credit to _____ Limited ("The Company") (Name of Company)		I/we acknowledge and agree that I/we will be deemed to be the principal debtor/s jointly and severally liable with the company to pay the Moneys and to indemnify Idea Developments Ltd in the respect of all moneys hereafter owed to by the company Idea Developments Ltd and acknowledge and agree that Idea Developments Ltd may require me/us to pay such moneys and to indemnify Idea Developments Ltd as aforesaid without Idea Developments Ltd first taking proceedings against the Company or any other persons.	
I, _____ of _____ (Full Name) (Residential Address)			
I, _____ of _____ (Full Name) (Residential Address)			
being Director/s Shareholder/s of that Company hereby jointly and severally personally guarantee payment to Idea Developments Ltd for any goods supplied to the company in that if the company fails to make payment I/we will be personally liable for these goods.			
		Signature: _____ Date: ____ / ____ / ____	
		Signature: _____ Date: ____ / ____ / ____	
		Witnessed on behalf of Idea Developments Limited	
		Signature: _____ Date: ____ / ____ / ____	

Terms and Conditions of Sale

All Services are carried out on the basis of the following terms and conditions unless otherwise agreed in writing. This agreement is not an arrangement by Idea Developments Ltd to provide credit or advance funds or loan monies in anyway.

1. Quoted and Estimated Prices

All quoted prices for services are valid for 20 days and GST exclusive. The quoted start/ completion date is based on workload at time of estimate and only valid for 7 days.

Where an Estimated Price is provided the client will receive the full benefit of any lesser cost for the service.

Idea Developments Ltd uses its best endeavours to achieve the Project Aims at the Quoted or Estimated Price.

Idea Developments Ltd does not warrant that the Project Aims can be met, but will notify the Client immediately if Idea Developments Ltd cannot or is unlikely to achieve them.

Additional design, prototype and tooling changes 'variations' once the project has started will be charged, regardless of the original Project Aims and Goals or the Project status at the time of the request.

Idea Developments Ltd shall not be liable for any delay in Project Aims arising from or attributable to circumstances beyond their control.

Idea Developments Ltd shall not be liable for the delay or non-performance in the Project Aims or for exceeding the Estimated or Quoted Price because of any non-disclosure or withholding of information relevant to the Project Aims by the client.

2. Terms of Payment

2.1. Payment is due as per your payment terms agreed before the commencement of any work, within 7 days from the date of invoice.

Idea Developments Ltd reserves the rights to charge on a monthly basis and or on completion of the Project Aims. The Client shall also be liable to pay all expenses, legal costs, and collection costs of Idea Developments Ltd in the relation of obtaining in remedy of the failure to comply.

2.2. In the event payment is not received by the due date as per your agreed payment terms, Idea Developments Ltd reserves the right to restrict or withhold the supply of further services and to enforce a stop credit policy on your project/s.

2.3. The Client shall make all payments due to Idea Developments Ltd whether in respect of the purchase price or otherwise howsoever in full without deductions of any nature whatsoever.

2.4. Idea Developments Ltd shall be entitled to deduct from and set off against any payments due to Idea Developments Ltd by the Client or any branch or subsidiary of the Client any credits, or amounts outstanding to the Client or any branch or subsidiary of the Client.

3. Title of Goods

The Designs, Intellectual Property/Copyright Ownership (excluding pre-existing), Prototype Samples, Tools and Goods subject of this Agreement shall remain the sole and absolute property of Idea Developments Ltd as a legal and equitable owner until such time as the Client as made payment in full.

Ownership and risk of Designs, Prototypes, Tools and Goods subject of this Agreement passes to client/buyer on date payment in full is made.

Samples, Prototypes, Tools and/or Goods stored or held by Idea Developments which are inactive for a period of 3yrs or more, shall be deemed redundant at no risk to Idea Developments, unless otherwise agreed in writing.

While all care is taken Idea Developments Ltd shall not be liable for patent or copyright infringement (patent and IP searches can be conducted on request).

4. Error or Omissions

Clerical errors or omissions, whether in computation or otherwise in any quotation acknowledgements or invoices, shall be subject to correction.

5. Force Majeure

Idea Developments Ltd shall not be liable to the client for any loss or damaged directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform any terms of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of the government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delays in transportation of any cause beyond Idea Developments Ltd control.

6. Proper Law

The contract and these conditions of sale shall be governed by New Zealand law and the New Zealand Courts shall have exclusive jurisdiction in connection herewith.