

Best Electrical Limited

CLIENT INFORMATION FORM

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Legal Name		
Company Name:		
First Name:	Surname Name:	D.O.B.
First Name:	Surname Name:	D.O.B.
Contact information		
Physical Address:		Postcode:
Billing Address:		Postcode:
Email Address:		Phone No:
Alternative Email Address:		Fax No:
Driver's Licence No:	Work Phone No:	Mobile No:
Solicitor:		
Name:		Phone:
Address:		Postcode:
Other information:		
How did you hear of us?:		

I certify that the above information is true and correct and that I accept the supply of credit by the Seller. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Best Electrical Limited which form part of, and are intended to be read in conjunction with this **Client Information Form** and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

SIGNED (CLIENT): _____ Name: _____ Position: _____ ID: _____ Date of Birth: _____ (Driver's Licence, Passport, etc.)	SIGNED (WITNESS TO CLIENT'S SIGNATURE): _____ Name: _____ Date: _____ Address: _____ Postcode: _____
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SIGNED (BEST ELECTRICAL): _____ Name: _____ Date: _____

This is a **Client Information Form** under the Construction Contracts Act 2002. If you are a **"Residential Occupier"** please read clause 23 on the reverse.

Best Electrical Limited – Terms & Conditions of Trade

<p>1.1. Definitions "Best Electrical" means Best Electrical Limited, its successors and assigns or any person acting on behalf of and with the authority of Best Electrical Limited.</p> <p>1.2. "Client" means the persons buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.</p> <p>1.3. "Goods" means all Goods or Services supplied by Best Electrical to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable with the other).</p> <p>1.4. "Price" means the Price payable for the Goods as agreed between Best Electrical and the Client in accordance with clause 5 below.</p> <p>2. Acceptance 2.1. The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.</p> <p>2.2. These terms and conditions may only be amended with Best Electrical's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Best Electrical.</p> <p>3. Authorised Representatives 3.1. Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to Best Electrical as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services or to behave in or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies Best Electrical in writing that said person is no longer the Client's duly authorised representative).</p> <p>3.2. In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise Best Electrical in writing of the parameters of the limited authority granted to their representative.</p> <p>3.3. The Client specifically acknowledges and accepts that they will be solely liable to Best Electrical for all additional costs incurred by Best Electrical (including Best Electrical's profit margin) in providing any Services, Goods, or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).</p> <p>4. Change in Control 4.1. The Client shall give Best Electrical not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by Best Electrical as a result of the Client's failure to comply with this clause.</p> <p>5. Price and Payment 5.1. At Best Electrical's sole discretion the Price shall be either: (a) as indicated on any invoice provided by Best Electrical to the Client; or (b) Best Electrical's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>5.2. Best Electrical reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is requested; or (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building defects, change of design and/or specifications, hard rock barriers to the surface or iron reinforcing rods in concrete, hidden pipes and wiring in walls etc) which are only discovered on commencement of the Services; or (d) in the event of increases to Best Electrical in the cost of labour or Goods which are beyond Best Electrical's control.</p> <p>5.3. At Best Electrical's sole discretion a non-refundable deposit of up to twenty percent (20%) of the Price may be required.</p> <p>5.4. Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by Best Electrical, which may be: (a) on completion of the Services; or (b) by way of progress payments in accordance with Best Electrical's specific payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the Service/site but not yet installed; (c) for certain approved Client's, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or as may be agreed in writing; (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Best Electrical.</p> <p>5.5. Payment may be made by cash, cheque, bank cheque, electronic/online banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price, or by any other method as agreed to between the Client and Best Electrical.</p> <p>5.6. Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Best Electrical an amount equal to any GST Best Electrical must pay for any supply by Best Electrical under this and any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>6. Delivery and Risk 6.1. At Best Electrical's sole discretion, any costs of delivery is included in the Price. 6.2. The Client must take delivery of the Goods, either by receipt or collection, whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Best Electrical shall be entitled to charge a reasonable fee for redelivery and/or storage. 6.3. Subject to clause 6.4 it is Best Electrical's responsibility to ensure that the Services start as soon as it is reasonably possible. 6.4. The Services commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Best Electrical claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Best Electrical's control, including but not limited to any failure by the Client to: (a) make a selection; or (b) have the site ready for the Services; or (c) notify Best Electrical that the site is ready. 6.5. Any time or date given by Best Electrical to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and Best Electrical will not be liable for any loss or damage incurred by the Client as a result of the delivery being late. 6.6. Risk of damage to or loss of the Goods passes to the Client on delivery and the Client must insure the Goods on or before delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Best Electrical is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Best Electrical is sufficient evidence of Best Electrical's rights to receive the insurance proceeds without the need for any person dealing with Best Electrical to make further enquiries. 6.8. If the Client requests Best Electrical to leave Goods outside Best Electrical's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk. 6.9. In the event that the electrical wiring is required to be re-positioned at the request of any third party contractor by the Client then the Client agrees to notify Best Electrical immediately upon any</p>	<p>proposed changes. The Client agrees to indemnify Best Electrical against any additional costs incurred with such a relocation of electrical wiring. All such variations shall be invoiced in accordance with clause 5 above.</p> <p>6.10. The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or damages) it is necessary to rectify Best Electrical, its employees or contractors reasonably from the opinion that the Client's premises is not safe for the installation of Goods to proceed then Best Electrical shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 6.4 above) until Best Electrical is satisfied that it is safe for the installation to proceed. Best Electrical may at its sole discretion agree to bring the premises up to a standard suitable for installation to proceed but all such Services undertaken and any additional Goods supplied shall be treated as a variation and be charged for in addition to the Price. The Client acknowledges that Best Electrical is only responsible for parts that are replaced by Best Electrical and that in the event that other parts/Goods subsequently fail, the Client agrees to indemnify Best Electrical against any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising. In the event that the Client requests Best Electrical to provide temporary repairs, any such repair and/or installation shall be done at the Client's risk. Best Electrical shall accept no liability for any loss or damage to the Client's premises or consequential loss and/or expense incurred as a result of such action.</p> <p>7. Insurance Best Electrical shall maintain a public liability insurance policy indemnifying Best Electrical against claims in respect of loss or damage to real property or injury or death to any person arising out of the operations of Best Electrical or any of its subcontractors in connection with the execution of the Services.</p> <p>8. Accuracy of Client's Plans & Measurements for Orders Best Electrical shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of the information provided by the Client is inaccurate, Best Electrical accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. In the event that the Client gives information relating to measurements and quantities of Goods to be installed in the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or Best Electrical places an order based on these measurements and quantities. Best Electrical accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.</p> <p>9. Access The Client shall ensure that Best Electrical has clear and free access to the work site at all times to enable them to deliver the Goods. Best Electrical shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Best Electrical.</p> <p>10. Underground Locations 10.1. Prior to Best Electrical commencing any work the Client must advise Best Electrical of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. 10.2. Where Best Electrical will take all care to avoid damage to any underground services the Client agrees to indemnify Best Electrical in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.</p> <p>11. Title 11.1. Best Electrical and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid Best Electrical all amounts owing to Best Electrical; and (b) the Client has met all of its other obligations to Best Electrical. Receipt by Best Electrical of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. 11.3. (a) until ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Goods and must return the Goods to Best Electrical on request. (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Best Electrical and must pay to Best Electrical the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Best Electrical and must pay or deliver the proceeds to Best Electrical on demand. (d) the Client shall not sue, dispose, or otherwise part with other goods but if the Client does so then the Client holds the resulting product or trust for the benefit of Best Electrical and must sell, dispose of or return the resulting product to Best Electrical as to its directs. (e) the Client irrevocably authorises Best Electrical to enter any premises where Best Electrical believes the Goods are kept and to recover possession of the Goods. (f) Best Electrical may recover possession of any Goods in transit whether or not delivery has occurred. (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Best Electrical. (h) Best Electrical may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p> <p>12. Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: (a) the terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Client to Best Electrical for Services – that have previously been supplied and that will be supplied in the future by Best Electrical to the Client. 12.2. The Client undertakes to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Best Electrical may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b) indemnify, upon demand reimburse, Best Electrical for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Best Electrical; and (d) immediately advise Best Electrical of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales. 12.3. Best Electrical and the Client agree that nothing in sections 114(1)(a), 113 and 134 of the PPSA shall apply to these terms and conditions.</p>	<p>20.5. Any live Services or Services undertaken near live conductors where it is safe to do so shall be dealt with in accordance with Australian and New Zealand Wiring standards being "Safe working on Live Conductors" (including relevant Commonwealth and Statutory Acts and Work Place Regulations". Best Electrical's live Services procedures are designed to eliminate risk of injury to Best Electrical's employees, damage to the Client's installations and unexpected power disconnections. It may in some cases require disconnection and isolation of the installation to undertake such services for which additional charges may be applicable. This shall be invoiced in accordance with clause 5.2.</p> <p>20.6. The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.</p> <p>21. Cancellation 21.1. Best Electrical may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Best Electrical shall repay to the Client any money paid by the Client for the Goods. Best Electrical shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Best Electrical as a direct result of the cancellation (including, but not limited to, any loss of profits). 21.3. Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed. 22. Privacy Act 1993 22.1. The Client authorises Best Electrical or Best Electrical's agent to: (a) access, collect, retain and use any information about the Client; (i) including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or (ii) for the purpose of marketing products and services to the Client. (b) disclose information about the Client, whether collected by Best Electrical from the Client directly or obtained by Best Electrical from another source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client. 22.2. Where the Client is an individual the authorities under clause 22.1 are the authorities or consents for the purposes of the Privacy Act 1993. 22.3. The Client shall have the right to request Best Electrical for a copy of the information about the Client retained by Best Electrical and the right to request Best Electrical to correct any incorrect information about the Client held by Best Electrical.</p> <p>23. Construction Contracts Act 2002 23.1. The Client hereby expressly acknowledges that: (a) Best Electrical has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or (iii) the Client has not complied with an adjudicator's notice that the Client is not to pay an amount to Best Electrical by a particular date; and (iv) Best Electrical has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract. (b) if Best Electrical suspends work, it (i) is not in breach of contract; and (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and (iii) is entitled to an extension of time to complete the contract; and (iv) keeps its rights under the contract including the right to terminate the contract and make any time lost by the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with. (c) if Best Electrical exercises the right to suspend work, the exercise of that right does not: (i) affect any rights that would otherwise have been available to Best Electrical under the Contractual Remedies Act 1979; or (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of Best Electrical suspending work under this provision.</p> <p>24. Unpaid Seller's Rights 24.1. Where the Client has left any item with Best Electrical for repair, modification, exchange or for Best Electrical to perform any other service in relation to the item and Best Electrical has not received or been tendered the whole of any monies owing to it by the Client, Best Electrical shall have, until all monies owing to AD Electrical are paid: (a) a lien on the item; and (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected Goods. 24.2. The Client and Best Electrical shall continue despite the commencement of proceedings or judgment for any monies owing to Best Electrical having been obtained against the Client.</p> <p>25. General 25.1. The failure by Best Electrical to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Best Electrical's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 25.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand. 25.3. Best Electrical shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Best Electrical of these terms and conditions (alternatively Best Electrical's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). 25.4. The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Best Electrical nor to withhold payment of any invoice because part of that invoice is in dispute. 25.5. Best Electrical may license or sub-contract all or any part of its rights and obligations under the Client's consent. 25.6. The Client agrees that Best Electrical may amend these terms and conditions at any time. If Best Electrical makes a change to these terms and conditions, then that change will take effect from the date on which Best Electrical notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Best Electrical to provide Goods to the Client. 25.7. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. 25.8. The Client warrants that it has the power to enter into this agreement and to obtain all necessary authorisations to allow to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.</p>
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Please note that a larger print version of these terms and conditions is available from Best Electrical on request.