

# Client Information Form

CLIENT'S LEGAL NAME: ..... DATE: .....

CLIENT'S TRADING NAME: ..... CLIENT NO: .....

Phone: ..... Fax: .....

Mobile: ..... Email: .....

BILLING ADDRESS: ..... PHYSICAL ADDRESS: .....

.....

STATE: ..... POSTCODE: ..... STATE: ..... POSTCODE: .....

## Payment Terms and Conditions

### 1. Definition and Payment

- 1.1 "Seller" shall mean **Global Advertising Internet Network Foundation** or its successors and assigns.
- 1.2 "Client" shall mean the person or entity as defined above.
- 1.3 Time for payment for the Goods/Services shall be of the essence and payment will be due seven (7) days following the date of the invoice.

### 2. Privacy Act 1993

- 2.1 The Client and the Guarantor/s (if separate to the Client) authorises the Seller to:
- (a) collect, retain and use any information about the Client and/or Guarantors, for the purpose of assessing the Client's and/or Guarantors creditworthiness or marketing products and services to the Client and/or Guarantors; and
- (b) disclose information about the Client and/or Guarantors, whether collected by the Seller from the Client and/or Guarantors directly or obtained by the Seller from any other 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 and/or Guarantors.
- 2.2 Where the Client and/or Guarantors are an individual the authorities under clause 2.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 2.3 The Client and/or Guarantors shall have the right to request the Seller for a copy of the information about the Client and/or Guarantors retained by the Seller and the right to request the Seller to correct any incorrect information about the Client and/or Guarantors held by the Seller.

### 3. Default

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall

compound monthly at such a rate) after as well as before any judgment.

- 3.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Seller.
- 3.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
- 3.4 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods and or Services to the Client and any of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller has exercised its rights under this clause.
- 3.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 3.6 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

I certify that the above information is true and correct. I authorise the use of my personal information as detailed in the Privacy Act clause (clause 2) above. I have read and understand the PAYMENT TERMS AND CONDITIONS (above) which form part of this Client Information Form and agree to be bound by these conditions.

SIGNED: ..... Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: .....

**Global Advertising Internet Network Foundation**

**PO Box 247, Opononi Four Square, State Highway 12, Opononi 0445, RD3 Kaikohe, New Zealand**