



SERVICE FOODS

BEHIND EVERY
GREAT CHEF

CREDIT APPLICATION FORM

Please email to
ar@servicefoods.co.nz

AUCKLAND FOODSERVICE

17 Saleyards Road, Otahuhu
Auckland, New Zealand
T +64 (0) 9 258 5010
F +64 (0) 9 276 3129
E ordersakl@servicefoods.co.nz

AUCKLAND FRESH

132 Portage Road, Otahuhu
Auckland, New Zealand
T +64 (0) 9 258 5010
F +64 (0) 9 276 3129
E ordersakl@servicefoods.co.nz

CHRISTCHURCH FOODSERVICE / FRESH

220 Cumnor Terrace, Woolston
Christchurch, New Zealand
T +64 (0) 3 389 9909
F +64 (0) 3 389 9699
E ordersch@servicefoods.co.nz

NAPIER

12 Turner Place,
Napier, New Zealand
T +64 (0) 6 843 7779
F +64 (0) 6 843 1449
E ordersnp@servicefoods.co.nz

GISBORNE

21 Parkinson, St Awapuni
Gisborne, New Zealand
T +64 (0) 6 867 3599
F +64 (0) 6 868 8255
E ordersgb@servicefoods.co.nz

Legal Business Name :

Trading Business Name (if different from legal name)

Type of Business (Tick) Sole Trader ☐

Partnership ☐

Limited Company ☐

Other (details of other) ☐

Postal Address

Delivery Address

Telephone No : _____

Fax No : _____

Mobile No : _____

Email : _____

Accounts Payable Contact : _____

Phone No : _____

Company Details : _____

Paid Up Capital : _____

Registration No : _____

Business Start Date : _____

Directors / Owners _____

Date of Birth* : _____

Full Name : _____

Percentage of Ownership ☐

Home Address: _____

Date of Birth* : _____

Home Phone No : _____

Full Name : _____

Percentage of Ownership ☐

Home Address: _____

Home Phone No : _____

*DOB enables accurate searches through credit agencies

Has any Director or Owner ever held an account with any division of Service Foods Limited before? (Tick)

YES ☐

NO ☐

Name of previous business : _____

Trade References (3 references required - please do not include accountants, power company, etc)

Supplier Name

a. _____

Phone No : _____

b. _____

Phone No : _____

c. _____

Phone No : _____

d. Meat / Vege _____

Phone No : _____

Maximum amount of credit required : \$ _____

Require Order No? YES ☐ NO ☐

Contact Name of Account Queries : _____

Phone No : () _____

Accounts Email (for statements/credits/queries): _____

Marketing Email (for specials/newsletters): _____

I would like more information on online ordering www.servicefoodsonline.co.nz YES ☐ NO ☐

Identification Required : Please include a copy of your Driving License or Passport.

DEFINITION : "The Company" shall mean Service Foods Limited and its associated and subsidiary Companies.

PAYMENT : All accounts are payable in cash on the day of the invoice unless credit terms are approved and extended by the credit department, the following payments terms may be extended.

- 1. Cash on Delivery - payment on delivery of goods
- 2. Weekly - payment for prior weeks invoices on the Friday of the following week
- 3. Monthly - Payment to be made by 20th of the following month

RETURNED GOODS :

- 1. All Stock claims must be requested from the Service Foods office and must be made within 24 hours of delivery.
- 2. Stock credits requested after this window period will be rejected regardless of circumstances. All goods returned, must be returned in the condition that they were received in.
- 3. All pricing credits must be requested within 7 days from the invoice date and must be requested via email, fax or text.

DISPUTED ACCOUNTS : If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of trade as provided in paragraph two hereof. Payment of the disputed portion may be withheld provided the matter is brought to the Accounts Department attention within ten days from the date of this invoice. This Company undertakes to address the dispute promptly upon receipt of such advice.

INTEREST : Failure to pay any account by the due date shall be breach of your trading terms and the company may in respect of such account without prejudice to other rights or remedies charge the penalty interest at such rates as may be determined by the Company from time to time until receipt of payment in full.

THIRD PARTY COSTS : The Customer shall pay or reimburse the Company all costs and/or expenses plus GST incurred in instructing a Solicitor and/or Debt Collection Agency to recover any amount overdue for payment and such costs and expenses shall bear interest as provided in paragraph five hereof from the date upon which they are paid or incurred by the Company up to and including the date upon which the Customer shall pay or reimburse the Company.

RETENTION OF TITLE : The ownership and property of the goods delivered remains with the Company until full payment has been received and if payment is not made by the due date, the Company shall, without prejudice to other remedies, be entitled to retake possession of the goods and hold them until payment has been received, or to sell the goods. In any case where the Customer deals with or processes Goods so as to irretrievably mix the Company goods or the goods of a third party ("the combined goods") the Company shall retain property in the combined goods in proportion to the Company's goods which form part of the combined goods.

SECURITY :

- (a) The Customer and each guarantor executing this application covenants jointly and severally with each other guarantor, as security for its obligations hereunder, to mortgage its interest in any interest is presently held or is hereafter acquired and the Customer and each guarantor hereby charges such property accordingly. The Customer acknowledges that such security shall become immediately enforceable in the event that the Customer fails to comply with its obligation hereunder.
- (b) The Customer and each guarantor shall at any time if, and when, required by the Company make, execute, do and perform all such further assurances,

instruments, acts or things (including, without limitation, execute a general security agreement and/or memorandum of mortgage on terms required by the Company) as the Company shall from time to time require to protect or better protect the Company's title or interest in each of the assets and property charged or encumbered or intended to be charged or encumbered hereby.

(c) The Company and each guarantor hereby irrevocably appoints the Company the true and lawful attorney or attorneys of the Customer and/or guarantor) as the case may be, for the purpose of executing and registering any document to be executed under clause 8(b).

(d) The customer and each guarantor hereby acknowledge that a security interest (within the meaning ascribed thereto by the Personal Property Securities Act 1999) arises hereunder and hereby consents to the registration thereof on the Personal Properties Security Register and waives any right to receive a verification statement confirming such registration.

CUSTOMER INFORMATION: In accordance with the Privacy Act 1993, I/We authorize the Company to obtain such personal information as they may require in response to their enquiries from any source. This information will enable the Company to determine my/our credit worthiness and will be used as a guideline in setting credit limits and may be used for debt collection purposes. In addition, the Company may use this information to communicate promotional activities to me/us and to provide information about the Company's products and services as well as any other lawful purpose related to the Company's business. I/We authorize the Company to furnish to any third party details of this application and any subsequent dealings that I/We may have with the Company for the purposes stated above.

I/We understand that:I/We have the right to access and request correction of information held by the Company about me/us.That the supply of the information on this credit application is voluntary, however the Company requires the information to process the application and without it may not be able to do so. GUARANTORS: The Customer, if a Company, will procure that each director and shareholder thereof shall personally guarantee the obligations of the Customer hereunder, and if a partnership, will procure that each partner shall personally guarantee the obligations of the Customer hereunder. Furthermore, the Customer will procure that if it, or any of its directors or shareholders or partners, as the case may be is the trustee of a trust or is a beneficiary under a trust, that such trust shall guarantee the obligations of the Customer hereunder.

GUARANTEE: Each guarantor executing this application executes it as a deed and jointly and severally with the each other guarantor, guarantees payment to the Company for any goods and/or services provided to the Customer and will upon demand pay such amounts to the Company. As a separate and independent obligation each guarantor shall indemnify the Company in full against any cost, loss, damage or expense suffered or incurred by the Company as a result of any failure by the Customer to pay any amount on its due date for payment.

- DECLARATION: I am/We are duly authorized on behalf of the Customer (whether as agent or otherwise) and with its authority and on its behalf I/We declare, and each guarantor signing below declares that I/We:
- (a) Accept and agree to abide by the Terms and Conditions of Trade specified above and
 - (b) Give the necessary approvals, consents and authorizations under Paragraph (9) (which relates to the Privacy Act 1993) and
 - (c) Acknowledge that a copy of the Terms and Conditions of Trade has been received, read and understood and
 - (d) I/We personally have had the opportunity to seek independent legal advice on the signing of this agreement and I/We do accept the conditions by signing the same.
 - (e) I/We have taken a copy of this document.
 - (f) I/We personally guarantee the debt owed to the company at any point in time.
 - (g) All payments received are received in good faith.

I confirm that I am a duly authorised officer of the Company and the information supplied on this form is true and accurate to the best of my knowledge.

* Terms & Conditions signed by Customer * (Mandatory Fields)

Full Name: _____ Signature: _____

* Personal Guarantees

Signed 1) _____ DOB: _____ Signed 2) _____ DOB: _____

Names: _____ Names: _____

Witness Full Name: _____ Witness Full Name: _____

Address: _____ Address: _____

* Trust Guarantee

Name of Trust/Trustees _____ Signature: _____ Witness _____ Date: _____

Name & Signature (Staff Member) _____

Management & Sales Approval _____

PL _____ LOC _____ SEQ _____ PO REQ _____

SP _____ RUN _____ DATE _____

Finance Approval

CL _____ TERMS _____

OPENED BY _____

DATE _____

Admin use Only

ACCOUNT INFORMATION

Name of Account

Customer (Acceptor) to complete bank/branch number and account number and suffix of account to be debited.

Bank Branch Number

Account Number

Suffix

AUTHORITY TO ACCEPT
DIRECT DEBITS

(not to operate as an assignment or agreement)

Authorisation Code

0123454

(User Number)

TO: The Manager

Bank Name

Address (PO Box)

Town/City

Date

DD / MM / YYYY

I/We authorise you until further notice in writing to debit my/our account with you all amounts which -

SERVICE FOODS LIMITED

(hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

Payer Particulars

Payer Code

PURCHASES

Payer Reference

SERVICE FOOD

Name of Account (Customer to complete)

Authorised Signatures

SIGNATURE

SIGNATURE

0123

04 54

FOR BANK USE ONLY

Date Received	Recorded By	Checked By

Original - Retain at Branch
Copy - Forward to Initiator if requested

BANK
STAMP

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator.
- (a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least*... business days before the date when the Direct Debit will be initiated. This advance notice must be provided either:
- (i) in writing; or
- (ii) by electronic mail where the Customer has provided written consent to the Initiator
- The advance notice will include the following message:- "The amount \$....., will be direct debited to your Bank account on (initiating date)." * minimum 2 business days.
- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
2. The Customer may:-
- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account
3. The Customer acknowledges that:-
- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
- a - the accuracy of information about Direct Debits on Bank statements
- any variations between notices given by the Initiator and the amounts of Direct Debits
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
4. The Bank may:-
- () In it's absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.

Business Name: _____

Buyer/Chef's Details: Address _____

Phone _____ Fax _____ Mobile _____ Email _____

Opening Times: _____

Delivery : Delivery Site Access Front Door ☐ Back Door ☐ Side Door ☐ Other Specify ☐

Any other delivery special instructions (e.g times, alarm, etc.)? _____

If you require early or after hours delivery, can you supply a Key YES ☐ NO ☐

If you answered "Yes" above, Does your site have an alarm code? YES ☐ NO ☐ Code _____

Please note: that we endeavour to meet any special delivery instructions but do not guarantee delivery times, which are dependant on delivery runs available, traffic & quantities of orders.

"Remember that Service Foods can offer you:
Orders by: Phone, Fax, Email or online ordering
Our friendly customer service's team are available at each branch
to answer your calls from. Two deliveries per day for selected areas

INDEMNITY FORM

At the request of _____ (Customer), Service Foods Ltd agree to deliver to the Customers Premises, goods as the Customer may order from time to time.

In the event that the Customer's premises are unattended or closed, Service Foods Ltd will leave the product in a place agreed to between the Customer and Service Foods Ltd. The driver from Service Foods Ltd will sign the invoice and record the time of the delivery and it is agreed by the Customer that this is sufficient proof of delivery.

The customer agrees unconditionally to pay all invoices and accepts sole liability for the goods delivered. The customer further agrees to accept sole liability for any goods that may be lost or stolen and for any deterioration in the quality of the goods delivered due to weather or any other factors.

*
Signed _____ Position _____
Signed _____ Position _____
Date _____

* Please read carefully before Signing

Admin use Only - Mark with Tick if completed

**CUSTOMER
MASTER**

CHEFT ☐
KEYREQ ☐
AUTH ☐

REQPO ☐
PG ☐
CONAME ☐

MEMAIL ☐
OPENBY ☐
CLOADED ☐

**CUSTOMER
SHIP TO**

CUSTACCESS ☐
CUSTALARM ☐
SEQ/TERRITORY _____

Account Opened by: _____

Signed: _____

Date: _____

Customer Name _____

Customer Code _____

Name of user _____

Email (please write clearly) _____

Do you require a custom order form to be loaded YES ☐ NO ☐

Do you require all your accounts to be loaded under one login YES ☐ NO ☐

If so, please list all your accounts codes _____

I have read & understood the terms and conditions and I am authorised to have access to the accounts listed above

Date _____ Approved SMAN _____ Login Code _____

Forms Loaded YES ☐ NO ☐

Customer Linked YES ☐ NO ☐

Warehouse Location YES ☐ NO ☐

Office use Only

Terms and Conditions

Disclaimer

The use of foodserviceonline.co.nz implies that the user has read, understood and agreed to the terms and conditions of the site. Service Foods Ltd does not manufacturer the products listed. Service Foods Ltd does not accept any liability with respect to loss, damage, death or injury, including consequential loss or damage arising from any misinformation against products listed on foodserviceonline.co.nz

Terms Of Sale

You accept that, when ordering products via foodserviceonline.co.nz, you must have the authority to purchase products on behalf of your company/sole trade/partnership/trust/co-operatives or non-profit organisation, and that you are bound by the usual Terms & Conditions of Sale between yourselves and Service Foods Limited.

Individual Access

You accept that the login ID and password provided to you are for your individual use only, and that you will ensure that (a) these details are not communicated to any third party, and (b) that no other individual will log in using your account.

Change of Employer

You accept that, should you leave the employment of your organisation, it is your sole responsibility to notify Service Foods in writing or by way of emailing these details to online@servicefoods.co.nz. Service Foods Ltd accepts no responsibility for the misuse of the foodserviceonline.co.nz logins by ex-employees of our customers.

Accuracy of Information

You accept that, whilst all care is taken to ensure the information presented by the foodserviceonline site is at all times correct and accurate, errors and omissions may occur, and that Service Foods Ltd accepts no liability for such occurrences. Examples of these occurrences are wrong quantities on hand, zero rated pricing, inaccurate product sizes. Wherever possible, Service Foods Ltd will try to correct the occurrence to ensure a reasonable solution is met.

Price and Product information

Service Foods Ltd runs monthly specials which may cross over between various branches. Please note from time to time products on special may relate specifically to a branch and therefore customers who order these products and belong to another branch may not receive their ordered product.

Privacy

By requesting and using a foodserviceonline.co.nz login, you consent to Service Food's use of this information for marketing purpose without any further reference or payment or other compensation. Any request to access, update or correct any information should be directed to Service Foods Limited's headoffice. All information shall be kept in accordance with the Privacy Act 1993.

Website Copyright

The customer or the user accept that all aspects of the www.servicefoods.co.nz or www.foodserviceonline.co.nz are the intellectual property of Service Foods Limited, and as such are copyrighted and cannot be used anywhere else without the express written permission of Service Foods Limited. This copyright includes (but is not limited to) text, images, page layout, site functionality and features.

Termination of Access

Service Foods Ltd reserves the right at their absolute discretion at anytime to exclude any customer from foodserviceonline or cancel the registration of any customer.

Entire Agreement

Service Foods Limited may in their absolute discretion change, amend or vary these terms and conditions. All decisions pertaining to any disputes arising from the conduct of foodserviceonline in the interpretation of the Terms and Conditions will be made by Service Foods Limited, whose decision will be final and binding on all customers and suppliers.