



**SERVICE
FOODS**

BEHIND EVERY
GREAT CHEF

CREDIT APPLICATION FORM

Please email to ar@servicefoods.co.nz

To ensure your account is opened promptly please include a copy of the following documents.

- ☐ Driver License or Passport Copy
- ☐ Bank Deposit Slip or Bank Statement Copy
- ☐ Please ensure T&Cs & Personal Guarantee is signed.

ACCOUNT APPLICATION FORM

*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: _____ Mobile No: _____

Email: _____

*Accounts Payable Contact: _____ *Office No: _____

*Accounts Email (For statements/credits/queries): _____ Mobile No: _____

Company Details: _____ *NZBN / Registration No: _____

Business Start Date: _____ Paid Up Capital: _____

*Director/Owners (All fields are mandatory)

(1) Full Name: _____ DOB: _____ Percentage of Holding: _____

Home Address: _____ Home Ph No: _____

(2) Full Name: _____ DOB: _____ Percentage of Holding: _____

Home Address: _____ Home Ph No: _____

Has any Director or Owner ever held an account with any division of Service Foods Ltd before? (Tick) ☐ Yes ☐ No

Name of previous business: _____

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

(1) Supplier Name: _____ Contact No: _____

(2) Supplier Name: _____ Contact No: _____

(3) Supplier Name: _____ Contact No: _____

(4) Meat/Vege: _____ Contact No: _____

Maximum amount of credit required: \$ _____ Require Order No? ☐ Yes ☐ No

Marketing Email (For special deals/newsletter): _____

* Mandatory Fields

TERMS & CONDITIONS

DEFINITION : “The Company” shall mean Service Foods Ltd 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 the 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 Company 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 Director/Shareholder:** _____ ***Signature: _____

***Personal Guarantee (1):**

Full Name: _____
DOB: _____ ***Signature:*** _____
Witness Name: _____
Witness Address: _____
Witness Signature: _____

***Personal Guarantee (2):**

Full Name: _____
DOB: _____ ***Signature:*** _____
Witness Name: _____
Witness Address: _____
Witness Signature: _____

***Trust Guarantee**

Name of Trust/Trustees: _____
DOB: _____ ***Signature:*** _____

Witness Name: _____
Witness Address: _____
Witness Signature: _____

SF Admin Use Only

SF Staff Name: _____
Management & Sales Approval: _____
PL _____ LOC _____ SEQ _____ PO REQ _____
SP _____ RUN _____ DATE _____

Finance Approval

CL _____ TERMS _____
OPENED BY _____
DATE _____

DIRECT DEBIT FORM

My account to be debited (acceptor)

Name of my bank:

Bank

Branch

Account

Suffix

Initiator's authorisation code

0231792

Approved

317903/18

FROM THE ACCEPTOR TO MY BANK:

I authorise you to debit my account with the amounts of direct debit instructions received from [insert name of the Initiator] (the 'Initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me.

I agree that this authority is subject to Service Foods Ltd:

- ☐ My bank's terms and conditions that relate to my account.
- ☐ The terms and conditions listed below.

AUTHORISED SIGNATURE/S:

Signature (1):

Signature (2):

Date:

Date:

SPECIFIC CONDITIONS RELATING TO NOTICES AND DISPUTES

- 1) I agree that the Initiator must give me at least 2 days' prior notice of each direct debit, including the first direct debit in a series.
- 2) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.
- 3) I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.
- 4) All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.
- 5) I can also ask you to reverse a direct debit up to 120 days after the direct debit if:

☐ I didn't receive proper notice of the amount and date of the direct debit, or

☐ I received notice but the amount or date of the direct debit is different from the amount or date on the notice.
- 6) If my direct debit dishonours, I understand that the Initiator does not need to notify me and will retry processing within 5 business days of the original direct debit.

FOR BANK USE ONLY

Date Received:

Recorded by:

Checked by:

BANK STAMP

CUSTOMER INFORMATION

Legal Business name: _____			
Buyer/Chef's Name: _____		Mobile No: _____	
Phone No: _____	Fax No: _____	Email: _____	
Contact name for Out of Stocks: _____		Phone No: _____	Mobile No: _____

Opening Time: _____			
Delivery Site Access: Front Door	<input type="checkbox"/>	Back Door	<input type="checkbox"/>
Side Door	<input type="checkbox"/>	Other	<input type="checkbox"/>
Specify Other: _____			
Any Other Special Instructions? (E.g. time, alarm code etc): _____			

If you require early or after hours delivery, can you supply a key?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If you answered "Yes" above, does your site have an alarm code?: <input type="checkbox"/> Yes <input type="checkbox"/> No Alarm Code: _____			

NB: We endeavour to meet any special delivery instructions but do not guarantee delivery times, which are dependent on delivery runs available, traffic and quantities of orders.

You can place your order via our Online Ordering Website, Service Foods Mobile App, Phone, Email or Fax.
Our friendly customer service's team are available at each branch to answer your calls.

INDEMNITY FORM

At the request of _____ (Customer),
Service Foods 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 driver will leave the product in the place agreed to between customer and Service Foods. The driver from Service Foods will sign invoice and record the time of the delivery and it is agreed by the customer that this is sufficient proof of delivery.

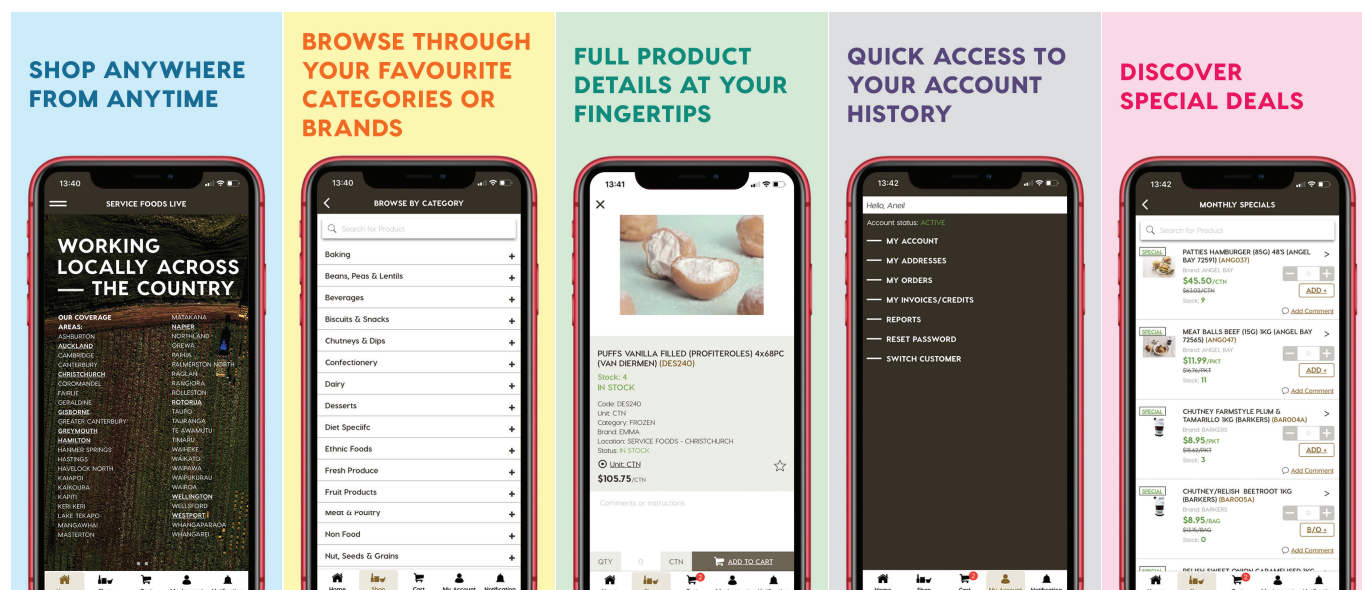
The customer agrees unconditionally to pay all invoices and accept sole liability for the goods delivered.
The customer further agrees to accept sole liability for any goods that may be lost or stolen and for any deterioration in the quality of the goods delivered due to weather or any other factors.

PLEASE READ CAREFULLY BEFORE SIGNING

Signature (1): _____	Signature (2): _____
Position: _____	Position: _____
Date: ____/____/____	Date: ____/____/____

SF ADMIN USE ONLY (MARK WITH TICK IF COMPLETED)		
<u>Customer Master</u> <input type="checkbox"/> CHEF1 <input type="checkbox"/> REQPO <input type="checkbox"/> MEMAIL <input type="checkbox"/> KEYREQ <input type="checkbox"/> PG <input type="checkbox"/> OPENBY <input type="checkbox"/> AUTH <input type="checkbox"/> CONAME <input type="checkbox"/> CLOADED	<u>Customer Ship To</u> <input type="checkbox"/> CUSTACCESS <input type="checkbox"/> CUSTALARM <input type="checkbox"/> SEQ/TERRITORY _____	Account Opened by: _____ Signature: _____ Date: _____

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SERVICE FOODS HEAD OFFICE

Accounts Receivable
P +64 (09) 258 5023
E ar@servicefoods.co.nz
PO Box: 53050, Auckland Airport, Mangere

AUCKLAND

P +64 (09) 258 5010
F +64 (09) 276 3129
E OrdersAKL@servicefoods.co.nz
221 Ihumatao Road, Mangere, Auckland

HAMILTON

P +64 (07) 981 2258
F +64 (09) 276 3129
E OrdersAKL@servicefoods.co.nz
7 Mainstreet Place, Te Rapa, Hamilton

COROMANDEL

P +64 (07) 981 2258
F +64 (09) 276 3129
E OrdersAKL@servicefoods.co.nz

TAURANGA

P +64 (07) 541 0137
F +64 (07) 541 3847
E ordersTRG@servicefoods.co.nz
71 Maleme Street, Greerton, Tauranga

ROTORUA

P +64 (07) 346 0902
F +64 (07) 346 0916
E ordersROT@servicefoods.co.nz

NAPIER

P +64 (06) 843 7779
F +64 (06) 843 1449
E OrdersNP@servicefoods.co.nz
12 Turner Place, Onekawa, Napier

GISBORNE

P +64 (06) 867 3599
F +64 (06) 868 8255
E OrdersGB@servicefoods.co.nz
21 Parkinson Street, Awapuni, Gisborne

WELLINGTON FOODSERVICE

P +64 (04) 586 2162
F +64 (04) 586 2163
E OrdersWN@servicefoods.co.nz
136 Gracefield Road, Lower Hutt, Wellington

WELLINGTON FRESH DIVISION

P +64 (04) 974 5626
F +64 (04) 909 7201
E OrdersfreshWN@servicefoods.co.nz
52 Jamaica Drive, Grenada North

CHRISTCHURCH

P +64 (03) 389 9909
F +64 (03) 389 9699
E OrdersCH@servicefoods.co.nz
220 Cumnor Terrace, Woolston
PO Box: 7005, Sydenham, Christchurch

GREYMOUTH

P +64 (03) 768 7143
F +64 (03) 768 7507
E OrdersGM@servicefoods.co.nz
68 Alexander Street, Greymouth

WESTPORT

P +64 (03) 789 7577
F +64 (03) 789 6918
E OrdersWP@servicefoods.co.nz
15 Bentham Street, Westport

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