

Terms and Conditions of Credit

Provision of Credit

1. The provision of credit to the customer under this agreement is limited to liability for payment of moneys payable to the Council for the supply of services provided by Nelson City Council. Nothing in this agreement shall impose any obligation on the Council to provide credit to the customer in respect of any other types of services or goods supplied by the Council.
2. The Council reserves the right to refuse to provide credit or cease to provide credit at any time for non-payment of current amounts or to impose a credit limit which may be altered at the Council's discretion with effect from the date of notification to the customer. If payment is overdue or the Council otherwise considers the creditworthiness of the customer to be unsatisfactory, the Council may cancel or suspend the customer's entitlement to credit and/or require security for payment satisfactory to the Council.
3. The Council shall be entitled to charge to the customer's credit account any liability of the customer for payment of moneys payable for the supply of services provided by Council notwithstanding that the total indebtedness of the customer may then exceed any credit limit imposed by the Council.
4. The customer shall be liable for the payment of all indebtedness incurred by the customer pursuant to this agreement, including costs payable under this agreement, whether the services of Council are supplied to the customer, or to some other person, firm or corporate body at the customer's request and notwithstanding that the customer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.

Due Date for Payment

5. Except where credit is extended to the customer, payment is due by way of deposit on lodgment of the relevant application with Council and payment of any additional costs is due once invoiced. Where credit is extended to the customer under this agreement, payment of a deposit will not be required and all amounts due and owing to Council shall be charged to the customer by invoice. Payment of the sum invoiced is due on or before the 20th day of the month following the date of invoice.
6. Where payment is made by cheque that payment shall not be deemed to be received until the cheque is honoured upon presentment and the funds payable are credited to the bank account of the Council.
7. If any payment is overdue for a period of 14 days or more, the debt may be referred to a debt collection agency or other duly authorised agent of the Council for collection and, in addition, the Council may at its discretion and without prejudice to its other remedies:
 - a) cancel this agreement; or
 - b) suspend for such period and subject to such terms as the Council in its discretion determines any entitlement to credit given to the customer pursuant to this agreement; and/or
 - c) to the extent permitted by law, refrain from supplying any further services or goods to the customer until the customer has discharged all outstanding indebtedness to the Council.

Costs

8. The customer will upon demand pay all the Council's reasonable expenses (including, where applicable, a cheque dishonour fee of \$25) and legal costs incurred by Council (on a solicitor / agent /client basis) in the collection of all overdue moneys.

Demand

9. Demand may be made by the Council sending a letter or invoice to the customer at the address or email address given in the attached application or the last known address of the customer. Service may be effected by personal delivery or by sending the letter or invoice by ordinary post, email, or by facsimile transmission to that address. The letter or invoice shall be deemed to be received by the customer in the case of personal delivery on the date of delivery, or in the case of postal service three days after the date of posting, or in the case of email or facsimile transmission on the date of transmission.

Invoice Dispute Procedure

10. If the customer disagrees with a tax invoice provided by Nelson City Council:
 - a) The customer must notify Nelson City Council in writing no later than 10 business days following receipt of the invoice, setting out in reasonable detail the nature of the invoice dispute and the reasons for non-payment
 - b) Nelson City Council will acknowledge receipt of such invoice dispute notice and both parties' responsible managers will endeavour to promptly settle the invoice dispute by agreement
 - c) If, on resolution of the invoice dispute, an amount is due to Nelson City Council, the customer will pay that amount to Nelson City Council within five business of resolution of the dispute, or if a building or resource consent, as per the terms of the consent.

Where only a portion of an amount claimed in a tax invoice is the subject of an invoice dispute (disputed portion), this clause will only apply to the disputed portion and the balance of the amount payable in respect of that tax invoice must be paid by the customer to Nelson City Council no later than the due date of the invoice.

Cancellation

- 11. The Council shall be entitled to suspend or cancel all or any part of this agreement, in addition to its other rights and remedies, in any of the following circumstances:
 - a) if any cheque tendered to the Council in payment of any indebtedness of the customer under this agreement is dishonoured upon presentment; or
 - b) if the customer fails to meet any obligation under this agreement with the Council; or
 - c) if the customer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed, from the register of Companies; or
 - d) if a receiver is appointed in respect of the assets of the customer; or
 - e) if an arrangement with the customer’s creditors is made or is likely to be made.

Effect of Cancellation

- 12. Upon the cancellation of this agreement all indebtedness of the customer to the Council hereunder shall become immediately due and payable.

Variation of Conditions

- 13. These terms and conditions may only be varied in writing signed by a duly authorised representative of the customer and the Council.

Personal Liability

- 14. All persons signing this agreement (whether as a director or other authorised signatory of a limited liability company) shall be bound personally to abide by all of the terms and conditions contained in this agreement and to fulfil all of the customer’s obligations under this agreement as a principal debtor.

Customer Acknowledgement

Signed in my/our personal capacity/ies

I/We, the signatory/ies to this form on behalf of the customer and in my/our personal capacities:

- a) undertake and warrant that I/we are duly authorised to sign on the customer’s behalf and to bind the customer to this agreement with the Council;
- b) authorise Council to conduct a credit history / reference check on the applicant and myself, including asking any person to provide Council with such information about the applicant/myself as Council may reasonably require to satisfy its credit check enquiries. I/We further authorise Council to:
 - (i) use the information contained in this form and collected from others under this authority for the purposes of assessing my/our application for credit, monitoring and administering the credit account and enforcing Council’s rights and remedies under this agreement or otherwise at law; and
 - (ii) furnish to any third party details of this application and subsequent dealings that I/we may have in relation to my customer account if this application is accepted.
- c) acknowledge and agree that if this application is accepted by the Council, the application form together with the terms and conditions of credit hereto shall form the terms and conditions for applying the provision of credit in respect to any Council services requested by the customer.
- d) agree to immediately advise Council if there are any changes to circumstances that may affect our ability to meet payments in accordance with the terms and conditions of this agreement.
- e) agree to pay legal interest on any outstanding amounts in my/our account, applied at discretion of the Group Manager Corporate Services.

The information provided on this form will be used by Council to ensure that accounts, correspondence and other notices are sent to the correct address. Under the Privacy Act 1993, you have a right of access to your personal information held by the Nelson City Council and you are entitled to request that your personal information be correct.

Authorised Signatory:	Authorised Signatory:
Name:	Name:
Position:	Position:
Date:	Date:

Office use only	Approved / Declined	Approved Credit Limit:
	Debtor number:	Date MagiQ: H / L
	Entered by:	Signature:
	Approved by:	Signature:
	Comments:	

Please return this completed & signed form / terms & conditions:

Nelson City Council
 PO Box 645
 Nelson 7040

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 Email customer.service@ncc.govt.nz

www.nelson.govt.nz