ACCESSMAN GROUP NATIONAL CREDIT APPLICATION & GUARANTEE

For use with Participating Accessman Entities - each entity remains a separate legal entity

Please email the completed form IN FULL to accounts.receivable@accessman.co.nz or as directed by your Accessman branch

CUSTOMER DETAILS	
CUSTOMER NAME (COMPANY / ENTITY / INDIVIDUAL NAME/S)	
TRADING AS	
NATURE OF BUSINESS	
PHYSICAL ADDRESS	
POSTAL ADDRESS / POSTCODE	
BUSINESS PHONE NUMBER / MOBILE	
COMPANY OR ENTITY NUMBER OR NZBN / YEARS IN BUSINESS	
ACCOUNTS TEAM CONTACT NAME / ACCOUNTS EMAIL	
DETAILS OF OWNERS / CONTROLLING PERSONS OF BUSINESS	
1. Name / Residential Address / Email / Phone	
2. Name / Residential Address / Email / Phone	
PROFESSIONAL ADVISERS	
Accountant (individual, firm name & email)	
Solicitor (individual, firm name & email)	
Banker (bank name, banker name & email)	
TRADE CREDIT REFERENCES	
1. Company / Contact / Phone / Email	
2. Company / Contact / Phone / Email	
3. Company / Contact / Phone / Email	

I/We authorise Accessman Group administration and each Participating Accessman Entity, and their agents, to obtain, use, retain and disclose information reasonably required for credit assessment, account administration, provision of Services, debt recovery and enforcement of the attached Terms, including personal information in accordance with the Privacy Act 2020. I/We authorise relevant credit and payment information to be shared between Participating Accessman Entities for those purposes.

I/We certify that the information in this Application is true and correct and that I am/we are authorised to apply on behalf of the Customer. I/We apply for an Accessman Group account under which each Participating Accessman Entity may separately decide whether, and to what extent, it will provide credit. I/We have read and agree to be bound by this Application and the attached Terms.

If the Customer is not an individual, the person signing this Application/Form on behalf of the Customer warrants to each Participating Accessman Entity that they have full authority to bind the Customer. That person indemnifies each Participating Accessman Entity against all loss, costs and expenses reasonably incurred arising from any failure by that person to have such authority.

SIGNED FOR AND ON BEHALF OF THE CUSTOMER:

AUTHORISED SIGNATURE	
FULL NAME / POSITION	
DATE	

GUARANTEE

In consideration of one or more Participating Accessman Entities from time to time providing credit, Equipment or Services to the Customer at my/our request, I/we, the Guarantor(s), unconditionally and personally guarantee to each Participating Accessman Entity listed in Schedule 1 at the date this Guarantee is signed all amounts due and owing by the Customer to that entity under this Application and the Terms (Guaranteed Amounts).

I/We have read and understood the Application and the Terms. I/We accept that, as Guarantor(s), I am/we are liable as principal debtor, jointly and severally where there is more than one Guarantor, for the Guaranteed Amounts owing to each relevant Participating Accessman Entity. Any such entity may demand payment from me/us without first demanding payment from, or taking enforcement action against, the Customer or any other person.

I/We acknowledge that this is a continuing guarantee and is not discharged or affected by the unenforceability of any Customer obligation, the Customer's liquidation or bankruptcy, any extension of time or indulgence, any change in the Customer's constitution, ownership or name, any variation of credit limits or commercial terms, or any other matter that might otherwise release a guarantor or surety. A Participating Accessman Entity added after the date of signature is not a beneficiary of this Guarantee unless I/we expressly agree in writing.

I/We have read and agree to the Terms attached, including the Information and Privacy provisions.

I/We have been advised to seek independent legal advice prior to signing this Guarantee and have had sufficient time to seek such independent legal advice.

SIGNED (GUARANTOR 1):	**SIGNED (GUARANTOR 2):**
Name:	**Name:**
Email:	**Email:**
Date:	**Date:**

ACCESSMAN GROUP - NATIONAL TERMS AND CONDITIONS OF TRADE

(TERMS)

These Terms are master terms for Services (including the hire of Equipment) supplied to the Customer by any Participating Accessman Entity. By signing this Application/Form and/or requesting or receiving Services from a Participating Accessman Entity, the Customer agrees that these Terms apply to each transaction. For each transaction, the contract is between the Customer and the Participating Accessman Entity that supplies, quotes for or invoices the relevant Equipment or Services.

In these Terms:

Charges means the charges payable by the Customer to the relevant Accessman Entity for the provision of Services, including charges payable in respect of Equipment for the relevant Hire Period. Charges are in New Zealand Dollars and exclude GST unless expressly stated otherwise. **Customer** means the customer described in the Application/Form, and where context requires includes its permitted assigns, employees, agents, subcontractors and invitees. **Delivery** means delivery of Equipment into the possession or control of the Customer at the agreed site or at the relevant Accessman Entity premises. **Equipment** means equipment supplied by the relevant Accessman Entity and includes accessories, replacements and other equipment supplied with it. **Guarantor** means any person who signs the Guarantee section of the Application or otherwise guarantees in writing the Customer's obligations to one or more Participating Accessman Entities. **Hire Period** means the period commencing on Delivery and ending when the supplying Accessman Entity generates an Off Hire number, subject to the Customer remaining responsible for the Equipment until Return. **Insolvency Event** means the appointment of a receiver, liquidator, administrator or similar official; enforcement of security over a substantial part of assets; ceasing or threatening to cease business; inability or deemed inability to pay debts; an arrangement or compromise with creditors; insolvency or bankruptcy; execution against a substantial part of assets not stayed within ten (10) Working Days; or anything having a similar effect under applicable law. **Participating Accessman Entity** means a legal entity listed in Schedule 1 that is authorised to trade under the Accessman brand and has agreed to participate in these Terms. **Accessman Group** means the Accessman brand and network of Participating Accessman Entities. Accessman Group is a descriptive term only and is not itself a contracting legal entity. Accessman, where used in relation to a particular transaction, means only the Participating Accessman Entity that supplies, quotes for, hires, sells, invoices or otherwise provides the relevant Equipment or Services. **Return** means return of Equipment into the possession of the supplying Accessman Entity, either by collection from the agreed site or return to its premises. **Services** means services supplied by a Participating Accessman Entity, including hire of Equipment and related delivery, collection, erection, dismantling, maintenance, repair and labour. **Terms** means these national terms and conditions, including permitted amendments. **Working Day** means any day that is not a Saturday, Sunday or public holiday under the Holidays Act 2003 in the place where the relevant obligation is to be performed.

Accessman Network and Separate Legal Entities

N1. Each Participating Accessman Entity is a separate legal entity. No Participating Accessman Entity is a partner, agent, joint venturer or guarantor of another merely because it trades under the Accessman brand, participates in the Accessman network, uses common systems or uses these Terms.

N2. For each hire or supply, the Customer contracts only with the Participating Accessman Entity identified on the applicable quotation, hire agreement, delivery docket or invoice. That entity alone is responsible for the Equipment and Services it supplies, and the Customer owes all Charges for that transaction solely to that entity.

N3. Each Participating Accessman Entity is an intended beneficiary of, and may enforce, these Terms in its own name in respect of Equipment or Services supplied by it, notwithstanding that it did not itself sign the Customer Application/Form.

N4. Acceptance of a national credit application does not require any Participating Accessman Entity to provide credit. Each Participating Accessman Entity may independently approve, vary, suspend, reduce or withdraw its own credit exposure to the Customer. A default by the Customer to one Participating Accessman Entity may be treated by any other Participating Accessman Entity as grounds to suspend further Services or require cash terms, but does not transfer ownership of the debt between entities.

N5. Accessman Group administration may administer the national account and maintain shared account records on behalf of Participating Accessman Entities, but does not become the supplier, creditor or owner of Equipment merely by carrying out those administrative functions.

N6. A Participating Accessman Entity added to Schedule 1 after the Customer signs these Terms may rely on these Terms for future transactions after the Customer is notified of that entity's participation. This does not extend any existing personal Guarantee to that new entity unless the Guarantor expressly agrees in writing.

Quotations

1. Any quotation provided by Accessman will be valid for the period stated in the quotation or, where no period is stated, for twenty (20) Working Days from the date of the quotation. All quotations are subject to these Terms and any specific terms included in the quotation. The Services and Equipment remain subject to availability.

2. Unless expressly provided, quoted Charges do not include any duty, tax, levy or disbursements. Where applicable, those amounts will be paid by the Customer.

3. Charges quoted are those applicable at the date of quotation. Accessman may amend a quotation prior to acceptance. If Charges increase after acceptance but before Services commence, Accessman will provide an updated quotation and the Customer may proceed or cancel without penalty. If Charges change after Services commence, Accessman will advise the Customer and the Customer may accept the increased Charges or pay all applicable Charges to date and terminate the balance of the Services without penalty.

4. Any specific written terms agreed for a particular transaction are incorporated into these Terms for that transaction. If there is inconsistency, the following order of precedence applies: (a) specific written terms agreed for that transaction; (b) the quotation or hire agreement issued by the supplying Accessman Entity; and (c) these Terms. No quotation or hire agreement binds any Accessman Entity other than the entity that issued it.

Charges

5. The Customer will pay Accessman the Charges for the Services together with any additional amounts payable under these Terms. GST is payable where applicable.

6. Minimum charges apply in accordance with Accessman's standard charges stated in the quotation, price list or otherwise applying at the time Services are provided. For Equipment hire, after the minimum hire period (four (4) days unless otherwise stated), Charges are calculated weekly, with part weeks calculated daily using the weekly rate divided by 7. After a Hire Period exceeding seven (7) days, Charges are calculated monthly, with part months calculated daily using the monthly rate divided by the number of days in the relevant month. Other Services may be charged hourly after applicable minimum charges. Any extension of a Hire Period is at Accessman's discretion.

7. Hire Charges include fair wear and tear only. If Equipment is Returned in a condition different from that in which it was Delivered, Accessman may charge for labour, maintenance, cleaning, reconditioning, renewing, repairing and/or replacing the Equipment as reasonably necessary to restore it to its Delivery condition, excluding fair wear and tear.

8. Where Services include Delivery and/or Return of Equipment by Accessman, the Customer will pay the applicable delivery and/or return charge at Accessman's standard transport and labour rates applying at the date of Delivery or Return.

9. Where Services include erection and/or dismantling of Equipment by Accessman, the Customer will pay the applicable erection and/or dismantling charge at Accessman's standard labour rates applying at the relevant time.

10. Accessman may charge for wasted journeys or transport time reasonably incurred in attempting to comply with the Customer's requirements where incurred without fault on Accessman's part.

Terms of Payment

11. Where the Customer has not been approved for credit by the supplying Accessman Entity, Charges are payable in full before Services are provided unless that entity agrees otherwise in writing. Where that entity has approved credit, Charges are due on the 20th of the month following the date of its invoice. Each invoice is a debt owing only to the legal entity named as supplier on that invoice and must be paid to the account nominated by that entity.

12. If any payment owing to a Participating Accessman Entity is in arrears for more than five (5) Working Days, the supplying entity may suspend or terminate Services, require immediate Return of its Equipment, reclaim its Equipment at the Customer's cost,

terminate or reduce its credit account, require immediate payment of all amounts owing to it whether or not then due, and/or cancel bookings or orders not yet supplied. In addition, other Participating Accessman Entities may suspend further credit or Services to the Customer until the default is remedied.

13. Any overdue amount will incur interest at 18% per annum, calculated and accruing daily from the due date until paid in full.

14. Overdue accounts may be referred to a collection agency and/or Accessman's solicitor and all collection and solicitor/client costs on a full indemnity basis are payable by the Customer and added to the amount due.

15. Accessman may apply payments received from the Customer as it sees fit, including against the oldest outstanding invoices.

16. The Customer must make all payments due under these Terms without set-off or deduction of any kind.

Delivery, Risk and Insurance

17. Hire of Equipment commences upon Accessman Delivering the Equipment to the Customer.

18. The Equipment is at the sole risk of the Customer from Delivery until Return to Accessman. On or before the Hire Period commences, and throughout the period that the Equipment remains at the Customer's risk, the Customer must at its own cost effect and maintain insurance for the Equipment in the joint names of the Customer and Accessman against loss, theft, damage and liability however caused, for not less than the full replacement value of the Equipment, with a reputable insurer and on terms reasonably acceptable to Accessman. The Customer must provide evidence of that insurance to Accessman on request. The Customer's liability under these Terms is not limited or reduced by the existence of insurance or by any amount recoverable under an insurance policy.

19. Accessman is not liable for failure to provide Services and/or Deliver Equipment on a specific date or at a specified time.

20. The Customer is responsible for receiving Equipment on site and ensuring Accessman can access the site. Failure to do so may result in additional costs being charged.

21. Any shortage and/or damage to Equipment prior to or on Delivery must be endorsed on the delivery docket and notified to Accessman immediately and no later than twenty four (24) hours after Delivery. Acceptance of Delivery is deemed conclusive evidence of inspection and approval of the Equipment.

Return of Equipment

22. Hire of Equipment ceases when Accessman generates an Off Hire number in respect of the Equipment. The Equipment remains at the Customer's risk until it is Returned to Accessman.

23. When Equipment is collected by Accessman or returned by the Customer, it may be counted on site for quantity and will be checked at Accessman's premises for quantity and condition. The check at Accessman's premises is the legal proof of the quantity and condition of Equipment returned.

24. Returns will only be actioned on Working Days between 7am and 5pm and at Accessman's discretion. Where Accessman collects the Equipment, the Customer is responsible for ensuring site access.

25. Accessman will use its best endeavours to collect Equipment within two (2) Working Days from the end of the Hire Period, evidenced by generation of an Off Hire number.

26. The Customer's obligations do not cease upon generation of the Off Hire number and continue until Accessman is satisfied that all obligations have been complied with in full.

Title and Personal Property Securities Act 1999

27. Title to Equipment remains at all times with the Participating Accessman Entity that owns or supplies that Equipment. To the extent these Terms constitute or provide for a security interest under the Personal Property Securities Act 1999 (PPSA), the Customer grants that supplying or owning Accessman Entity a security interest in the Equipment and its proceeds to secure all obligations owing to that entity. The Customer must promptly execute documents, provide information and do anything reasonably required to perfect that security interest and give it the priority intended by that entity. The Customer authorises that entity to register, maintain, amend and discharge financing statements and financing change statements and must reimburse its reasonable costs. To the extent permitted by law, the Customer waives its right to receive a verification statement and waives its rights under sections 114(1)(a), 116, 117, 119, 120(2), 121, 125, 126, 127, 129, 131 to 134 inclusive and 148 of the PPSA.

Warranties and Exclusions

28. The Customer warrants that it: (a) is not an undischarged bankrupt or, if a company, insolvent; (b) will comply with all relevant laws, including health and safety laws, in respect of the Services and Equipment; (c) will use Equipment in accordance with best practice, only allow it to be operated by a person who is licensed where required or otherwise competent, and will not use it illegally or inappropriately; (d) will keep Equipment in its possession and control during the Hire Period; (e) will not sublet or subrent Equipment or allow use by a third party; (f) will not dismantle, modify or alter Equipment or identifying marks; (g) will not remove Equipment from the Delivery address without Accessman's prior written consent; (h) subject to the repair and maintenance clause, will maintain and keep Equipment in full working order during the Hire Period; (i) will make Equipment available for inspection on request; and (j) will notify Accessman of changes to its address, contact details or other relevant details.

29. The Customer is solely responsible for ascertaining that the Equipment is fit for the use for which the Customer requires it.

30. Where the Customer is in trade, the parties agree that both parties are in trade, the Services are supplied and acquired in trade, and the parties contract out of the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14 of the Fair Trading Act 1986 to the extent permitted by law, and agree that it is fair and reasonable to do so.

31. To the extent permitted by law, Accessman gives no warranties or representations in respect of the Services; excludes implied terms, conditions and warranties; has no liability for direct, indirect or consequential loss or loss of profit arising in connection with these Terms; is not liable for loss arising from breakdown or non-performance of Equipment; is not liable for personal injury or death arising out of use of Equipment; and where liability cannot lawfully be excluded, limits its liability to resupply of the Services or substitute services.

Repair and Maintenance of Equipment

32. If Equipment requires maintenance and/or repairs during the Hire Period, the Customer must immediately cease using it and notify Accessman. Maintenance and repairs may only be carried out by Accessman or its authorised agent, and where required because of the Customer's actions or inactions will be at the Customer's cost.

Lost Equipment

33. Where Equipment is not returned, is reported lost, or is not produced after reasonable notice, it may be treated as lost. Accessman may invoice the Customer at the standard sale price at the invoice date and the Customer must pay immediately. Hire Charges continue to accrue until payment.

34. If lost Equipment is later returned or recovered and taken back into use, the Customer is entitled to a credit for the amount paid for the lost Equipment, less Charges that would have accrued as if the Equipment had remained continuously in the Customer's possession and use.

Repossession of Equipment

35. If the Customer provides false information, breaches these Terms, suffers an Insolvency Event, dies or loses capacity (if an individual), if the Equipment is at risk under section 109 of the PPSA, or if these Terms or Services are terminated, Accessman is immediately entitled to possession of the Equipment. The Customer grants Accessman and its agents an irrevocable right to enter premises where the Equipment is located and repossess it without notice using reasonable force. To the extent permitted by law, Accessman is not liable for damage caused in carrying out such repossession.

Access to Site

36. The Customer will allow Accessman, at its request, to enter the Customer's premises or access any site, building or location under the Customer's control where Equipment is situated for inspection, maintenance or repossession. If the Customer does not own the site, it warrants that it has authority from the owner to permit Accessman to enter.

Health and Safety

37. Accessman and the Customer must comply with the Health and Safety at Work Act 2015 and applicable regulations, and with relevant health and safety plans, codes of practice, policies, directives and reasonable requirements relating to the Services. The Customer is responsible for health and safety obligations arising from the use and operation of the Equipment.

Indemnity

38. Without limiting any other provision of these Terms, the Customer indemnifies Accessman for all loss, costs, damage, expense and claims incurred as a result of: breach of these Terms; any act or omission by the Customer; damage or loss to Equipment including wilful, reckless or malicious damage by the Customer, its officers, employees, agents, subcontractors or any third party; negligence or failure to take reasonable precautions; third party claims arising from Services supplied to the Customer; personal injury or death arising out of use of Equipment; repair or replacement of Equipment modified by anyone other than Accessman or its authorised agents; invalidation of a manufacturer or supplier warranty due to the Customer's acts or omissions; and loss of revenue suffered by Accessman because Equipment is unavailable for hire due to loss or damage.

Information and Privacy

39. The Customer and each Guarantor authorise Accessman and its agents to collect, use, retain and disclose information about the Customer or Guarantor as reasonably necessary to assess creditworthiness, administer the account, provide Services, carry out credit checks and reporting, prevent fraud, recover debts and enforce these Terms, including obtaining information from lawful third parties and disclosing it to credit reporters, debt collection agencies, professional advisers and service providers.

40. The Customer and each Guarantor consent to third parties providing Accessman with information in response to credit enquiries and to Accessman disclosing information where permitted by law for the purposes stated in these Terms.

41. Where personal information is involved, each Participating Accessman Entity and Accessman Group administration will comply with the Privacy Act 2020 in relation to information it holds or controls, keep that information secure and permit access and correction as required by law. Privacy enquiries may be directed to accounts.receivable@accessman.co.nz or to the relevant Participating Accessman Entity.

Dispute Resolution

42. If a dispute arises, the party claiming a dispute must give written notice specifying its nature, after which the parties will use reasonable endeavours to resolve it by discussion, consultation or negotiation. If not resolved within twenty (20) Working Days, either party may require mediation before a mediator appointed jointly or, failing agreement, nominated by the New Zealand Law Society. Mediator and mediation costs (excluding each party's own legal costs) will be shared equally. Nothing prevents either party seeking interlocutory or other urgent relief.

Force Majeure

43. Neither party is liable for failure or delay in performing any obligation (except payment of money) where caused wholly or partly by circumstances outside that party's reasonable control, including war, strikes, lockouts, industrial disputes, government intervention, transport delays, fire, natural disasters, plant breakdown, shortage of supplies or labour, storm, pandemic, epidemic, theft, vandalism, riots, civil commotion or accidents.

Waiver

44. No waiver or delay in enforcing a breach is a waiver of any future, continuing or recurring breach. A party's rights are not affected by any waiver or indulgence it grants.

Assignment

45. Accessman may assign, transfer or novate these Terms or any of its rights and obligations to a third party, provided the assignment, transfer or novation is not materially detrimental to the Customer (as determined by Accessman acting reasonably). The Customer may assign its rights and obligations only with Accessman's prior written consent.

Severability

46. If any provision of these Terms is or becomes void, illegal, invalid or unenforceable under New Zealand law, the validity and enforceability of the remaining provisions are not affected and the Terms are construed as if the relevant provision had been deleted.

Amendments

47. Accessman may amend these Terms from time to time by ten (10) Working Days' written notice. If an amendment is materially detrimental to the Customer, the Customer may terminate the Terms by written notice within ten (10) Working Days of being notified, without penalty.

Remedies

48. The rights, powers and remedies under these Terms are cumulative and additional to any rights, powers or remedies provided by law.

Governing Law and Jurisdiction

49. These Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

SCHEDULE 1 - PARTICIPATING ACCESSMAN ENTITIES

The following legal entities are Participating Accessman Entities for the purposes of these Terms as at the date of this form. Each is a separate legal entity and contracts only for the Equipment or Services that it supplies.

Legal Entity	Trading Name
Access Group North Island Limited	Accessman
Access Group South Island Limited	Accessman
AM Blenheim Limited	Accessman Blenheim
Rise Above and Beyond Limited	Accessman City

A new entity may become a Participating Accessman Entity by written accession to the Accessman network terms and notice to the Customer. However, unless a Guarantor expressly agrees in writing, a Guarantee does not extend to debts owed to an entity that was not listed in this Schedule when the Guarantee was signed.

For every transaction, the quotation, hire agreement, delivery docket and invoice should identify the legal entity supplying the Equipment or Services. Amounts invoiced are payable only to that supplying Accessman Entity.