



**FIRST SCENE**  
AOTEAROA'S LARGEST COSTUME  
& PARTY HIRE COMPANY



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# APPLICATION FOR CREDIT ACCOUNT

Form must be completed in full to avoid any delay in processing application

Legal Name: \_\_\_\_\_

Trading Name (If different from above): \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone Business: (0 ) \_\_\_\_\_ Mobile: (0 ) \_\_\_\_\_ Fax: (0 ) \_\_\_\_\_

Contact Name(s) to show on this account: \_\_\_\_\_

Email address/es for above contact(s): \_\_\_\_\_

Contact name and e-mail (for account queries): \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date purchased/Number of years owned: \_\_\_\_\_

Business Status (Please circle): Company / Partnership / Sole Trader / Other (please specify) \_\_\_\_\_

Registered Company: Yes/No (Reg. no: \_\_\_\_\_ ) GST Number (if applicable): \_\_\_\_\_

**CREDIT REFERENCES** (These must be companies you trade with & exclude telephone, electricity & credit card companies)

Credit Referee 1: \_\_\_\_\_ Contact No.: \_\_\_\_\_

Credit Referee 2: \_\_\_\_\_ Contact No.: \_\_\_\_\_

**COMPANY DIRECTORS/OWNERS DETAILS Complete full name and residential address**

(1) Full Name \_\_\_\_\_ Position: \_\_\_\_\_

Res. Address \_\_\_\_\_ Res. Phone No: \_\_\_\_\_

(2) Full Name \_\_\_\_\_ Position: \_\_\_\_\_

Res. Address \_\_\_\_\_ Res. Phone No: \_\_\_\_\_

Please give the details of a close friend or relative **NOT** living with you as an alternative contact

(1)

(2)

Name	_____	_____
Address	_____	_____
Relationship	_____	_____
Phone	_____	_____

Do you require a purchase order number to appear on our invoices Yes  No

**All Hireage is subject to our standard terms and conditions noted overleaf. Terms and Conditions also need to be initialled at end of page.**

## **TERMS AND CONDITIONS OF HIRE for Account Holders from November 2014**

The terms of hire set out below govern all of the supplies of hire items from Miriana Limited ("ML", "we", "us") to the customer ("you", "The Hirer"). They will replace any terms and conditions contained in any document used by you and purporting to have contractual effect, and your acceptance of any hire items from ML indicates your acceptance of these terms of trade. These terms of trade are effective November 2014, and replace all previous terms of trade between you and ML (if applicable).

1. By completing the application attached hereto you acknowledge that the information which you have supplied is able to be used by ML for credit checking purposes and further may be used by ML for debt collection purposes should the need arise. Your acknowledgement amounts to consent to disclosure of any information which ML has about you for the said purposes under the privacy act 1993.
2. The property that the HIRER takes possession of, as detailed in the rental agreement is owned by ML, who will retain ownership throughout the hirer period. The HIRER has examined the property and acknowledges that the property is received in good condition and is safe and suitable for its intended use.
3. ML will not be liable in any way in respect of any claim made against the HIRER for any damage caused by the HIRER'S use of the property. ML will not be liable to the HIRER or any third party for any damage or loss resulting from any defect, failure or breakdown in the property from any cause. Such cause presumes an absence of any negligence on the part of ML.
4. The HIRER agrees to return the property to ML in the same condition as received, fair wear and tear accepted, on the return date detailed in the rental agreement. Unless the rental agreement is amended to state otherwise the HIRER will return the property to ML at its premises noted in the rental agreement. MIRIANA LIMITED reserves the right to demand immediate return of the property on any breach of these terms and conditions.
5. ML reserves the right to charge additional hire time if the property is not returned by the specified date.
6. The HIRER agrees not to use the property in violation of any law, statute or regulation. The laws of New Zealand apply.
7. If the property is retained beyond the return date, without the express written permission of ML, the HIRER renders him or herself liable to arrest for conversion or theft.
8. The HIRER agrees to pay ML the fee, and deposit if that applies (non refundable), by the due date set out in this rental agreement. A cancellation fee will apply on reserved items. A non refundable booking fee for Prop hire and Costume hire also applies.
9. The HIRER agrees that he or she will retain possession and control of the property throughout the period of hire.
10. The HIRER agrees that he or she is liable to ML for any loss or damage of the property, or part of the property, and may be required to meet the replacement, repair or cleaning costs of the property.
11. In the event invoices have not been paid in full by the due date, (20<sup>th</sup> of the month following invoice) ML may charge interest compounding monthly on the unpaid overdue balance at the rate of 24% per annum (2% per month) and ML may at its option charge costs (including collection costs and legal costs on a solicitor-client basis) and suspend the credit facility until the account is paid in full.
12. Notwithstanding clause 11 above, all payments shall immediately become due to ML if the information given in your application for credit is not correct and you have failed to give us correct information within 5 days of our request, or if you become insolvent, commit any act of bankruptcy, or if a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking.
13. Photo Identification is required for all hires.
14. ML reserves the right to change these terms of credit from time to time by notice to you in writing.
15. If ML fails to enforce any terms or to exercise its right under these terms of credit at any time, ML has not waived those rights.
16. ML confirms that the HIRER has the right under the Privacy Act to access and request amendments to their information.
17. ML confirms that the HIRER has the right under the Consumer Guarantees Act and Fair Trading Act to receive refund of hire fee only should the fitness for purpose of product be in dispute. Full refunds will be offered on retail product that is faulty and cannot be replaced with same item, or similar item as agreed with purchaser.
18. ML has the right to decline or revoke credit and/or request additional security at any time.
19. Guarantee (where the applicant is a company) – I/We the directors of the Company agree to guarantee all amounts which are payable to you at any time by the Company, and acknowledge that you may demand and recover from me/us any amounts which are payable by the Company instead of or as well as demanding payment from the Company. (A personal guarantee also applies to sole trader accounts.)

I/We hereby jointly and severally confirm to have read and agree to the terms and conditions of credit, given in the application for credit, and as amended in writing by ML from time to time.

Full Name (1): \_\_\_\_\_ Designation: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name (2): \_\_\_\_\_ Designation: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**When complete please return to:**

**Miriana Limited Trading as First Scene Costume & Party Hire  
P O Box 71-080  
Rosebank, Auckland 1348**

**Email: accounts@firstscene.co.nz**

**Fax: (09) 815 7350**

**\*If application is e-mailed or faxed, original signed copy must still be posted\***