Turners & Growers

Dear Customer

Please complete all the information requested and return the form to:
Turners and Growers, New Accounts, PO Box 290, Shortland Street, Auckland 1140.

You can email or fax the forms but to complete the process we still require the originals by post.

Please note that it will take 2-3 working days for the application to be processed.
You will be advised once your application has been processed.

Please complete the checklist below to ensure all areas are complete and required documents are enclosed.
Please also note that incomplete applications will be void after 6 weeks of not submitting the missing requirements. A new application will be required.

CHECKLIST

To enable us to process your application without delay, please ensure you have ticked ALL the boxes:

- ☐ **Completed all applicable areas of the form**
- ☐ **Attached your proof of identity (e.g. copy of driver's licence, passport or birth certificate)**
- ☐ **Attached your proof of address (e.g. power or phone bill)**
- ☐ **Attached a copy of your bank deposit slip or bank statement as confirmation of bank details**
- ☐ **Signed the Personal Guarantee (if you are a Limited Liability Company or Trust)**

****Please contact Customer Services on 0508 800 100 if you need help completing this form****

Kind regards

Customer Services Department
FAX: 09 573 8701
Email: HelpingHand@TurnersandGrowers.com

Turners & Growers Fresh Limited
Buyer's Application Form

FOR OFFICE USE ONLY
NAD: B
Buyer Code

Please complete all the information requested and return the form to Turners and Growers, New Accounts, PO Box 290, Shortland Street, Auckland 1140. When the account is activated you will be informed in writing of your new code. For more information please phone our Customer Services department toll free on 0508 800 100.

Approved		
Entered		

Please Print Clearly In Block Letters

SECTION 1 – To Be Completed By ALL Buyers

Is this application being completed due to:

a) A New Account YES / NO
b) A Change in Trading Entity YES / NO (If Yes please provide details below)
c) A Change in ownership YES / NO (If Yes please provide details below)

If b) or c) above is YES - please Provide Known Details of outgoing Ownership/Entity:

Name: _____ Phone: _____ **CODE:** _____

Date of Change of Entity or Ownership: _____

Do you have other existing T&G Codes (Buyer, Supplier or Other) that will NOT change as a result of this application?

☐ **NO** ☐ **YES**: The codes are: _____

SECTION 2 – Business Details & Contacts - To Be Completed By ALL Buyers

Business Owner - PROOF OF IDENTITY IS REQUIRED (driver's licence, passport or birth certificate)

Business Owner - Full **Legal Name(s)** _____

Full **Trading Name(s)** of business (if any) _____

If GST Registered: **GST Number:** ☐☐☐ - ☐☐☐ - ☐☐☐

Business Location Details - PROOF OF ADDRESS IS REQUIRED (must be reputable i.e. bank, power company etc)

Street address _____ PO Box/Bag Nr. _____

Rural Delivery Nr. _____ Rural Delivery or Street address _____

Suburb _____ Suburb _____

City _____ Postcode _____ City _____ Postcode _____

Contact Details of Business Owner

Work (0) ☐☐☐ - ☐☐☐☐ Fax (0) ☐☐☐ - ☐☐☐☐

Mobile 0 2 ☐ ☐☐☐ ☐☐☐☐☐ Home (0) ☐☐☐ - ☐☐☐☐

Email _____

Main Contact Person: Mr / Mrs / Ms / Miss _____

Admin ☐ Sales ☐ All ☐

SECTION 3 – Trading Information - To Be Completed By ALL Buyers

3a: Purchasing information - What will you be purchasing (please tick):

☐ Fruit & Vegetables only ☐ Flowers only ☐ Both

3b: Type of business (Fruit and Vegetable Buyers Only) - Select one of the following options:

☐ Wholesaler
Has no retail store and purchases bulk to on sell to others e.g. retailers

☐ Food Service
Buyer on sells to their customers who are restaurants, hospitals, hotels etc.

☐ Other > please specify (e.g. Dairy):

_____

3c: Credit limit - How much will you be purchasing every week (please tick):

☐ Under $500 ☐ $500-$5,000 ☐ $5,000-$10,000 ☐ Over $10,000

3d: All Buyers - Price Documentation options: *(Note: You will still receive prices on delivery docket)*

☐ **Fax Daily Purchase Prices?**
Purchase Prices are auto-faxed each morning after sales (please note: auto-faxing provides purchase information correct at time of faxing only and will not include late sales or amended sales completed after faxing time).

☐ **Online Services?**
This option requires access to the internet - your sale prices may be viewed online and/or printed out, via a secure, password protected Internet Account with T&G.
How to get this service: Once your account is set-up and you have a CODE, go to **www.turnersandgrowers.com** to register.

3e: All Buyers - Billing Documentation - Select one of the following options:

The preferred delivery of documents is by email. Weekly statements are emailed or faxed by Sunday.

☐ Email ☐ Fax ☐ Post

Would you like your invoices generated daily or weekly?

☐ Daily ☐ Weekly

3f: All Buyers - Trading Entity Details - Please Indicate The Type Of Legal Trading Entity:

☐ Sole Trader > please complete details below in part 3g.
☐ Partnership > please complete details below in part 3g.
☐ Limited Liability Company > **A Personal Guarantee is required from the Company's Directors and/or Shareholders - Refer Page 5**
☐ Trust > **A Personal Guarantee is required from the Trust's Trustees – Refer Page 6**
☐ Other > please specify here and complete details below in part 3g. _____

3g: All Buyers - If: Sole Traders, Partnership Members and Other:

	FULL NAMES	ADDRESSES
1.		
2.		
3.		

3h: What Transport Company will you use ? Please tick your option:

☐ **Turners & Growers** ☐ **Your Own Transport** ☐ **Other:** _____

3i: FCC documentation

☐ **Returns docket email?**
Delivers an email of your processed docket from your FCC depot in a PDF file.

SECTION 4 – Credit Referrals - To Be Completed By ALL Buyers

Business Details

Year Current Business Commenced Trading _____

Accountant's Name	Address	Ph:
Solicitor's Name	Address	Ph:
Landlord's Name	Address	Ph:

CREDIT REFERENCES - Please provide 3 credit references

1	Name Of Company Contact Name	Your Account Code Or Reference Telephone ( )
2	Name Of Company Contact Name	Your Account Code Or Reference Telephone ( )
3	Name Of Company Contact Name	Your Account Code Or Reference Telephone ( )

SECTION 5 – Payment Terms

1 Payment is by weekly direct debit. Payment is debited on the Monday immediately following the statement date.
2 The direct debit authority must be in Turners and Growers Fresh Ltd (Turners) possession before the account becomes operative and any dishonourment of the payment will result in credit facilities being withdrawn.
3 A late payment fee will be charged on all overdue accounts. This is presently set at 15 % per annum and is subject to change at any time at the discretion of Turners.
4 If the account is inactive for over a period of 6 months, the account will be closed.
5 The buyer agrees that Turners shall have the right and liberty to complete and register a mortgage at the buyer's cost over any property owned by the buyer to secure monies owed by the buyer to Turners and Turners shall also have the right to place a Caveat on any such property for the purpose of this provision the buyer irrevocably appoints Turners as its agent and attorney for the purpose of executing such a mortgage.
5a As (further) security for monies owed by the buyer the buyer agrees to charge all interests in any personal property (which expression shall have the same meaning as in the Personal Properties Security Act 1999) in which the buyer may now have or may during the currency of these terms and conditions acquire as beneficial owners.
The buyer will, whenever called upon by Turners to do so, execute in Turners' favour a General Security Agreement over all or any of the personal property referred to above in the standard "all obligations" Auckland District Law Society general agreement in use from time to time with such modifications as Turners deem necessary to secure the due payment of all monies owing hereunder.
To give full force and effect to the foregoing the buyer irrevocably appoints Turners as its agent and attorney for the purpose of executing such security agreement and do all such acts or things as Turners shall think proper for taking the security and perfecting same. The expenses, costs and disbursements in doing so shall form part of the monies secured by the said security.
6 The buyer shall pay or reimburse Turners for all costs and/or expenses incurred by Turners (including court and solicitors costs) in recovering or attempting to recover any amount owing by the buyer to Turners.
7 If this application for credit indicates that the buyer is a legal entity and that entity does not exist, any person(s) signing the application for credit shall be personally liable to Turners for all amounts that would have been owing by the legal entity had it existed.
8 The terms set out herein relate to payment of credit accounts and are binding on the buyer in addition to Turners & Growers Terms and Conditions relating to Buyers inclusive of Terms and Conditions for FCC and Transport.
9 In the case of any conflict between these terms and terms in the buyer's order then these terms and conditions shall prevail.
10 Reference to "Turners" and "Turners & Growers" means Turners & Growers Fresh Limited and associated companies and trading divisions within the Turners & Growers group of companies and its successors and assigns.

SECTION 6 – Privacy

I/We hereby irrevocably authorise any person or company to complete and furnish to Turners and Growers any information in response to your credit enquiry's.

I/We further irrevocably authorise you to furnish to any credit agency or business, if requested, details of this application and any subsequent financial dealings with Turners & Growers I/We have as a result of this application being actioned by Turners.

SECTION 7 – Acknowledgement Of Terms And Conditions - To Be Completed By ALL Buyers

I/We hereby certify that I/We have duly read and understood Turners & Growers Terms and Conditions relating to Buyers inclusive of Terms and Conditions for FCC and Transport and hereby agree to operate my /our credit account in accordance with those terms and conditions and the terms and conditions contained herein and understand that failure to comply will result in any credit account granted being closed.

I/We further certify that all the information given on the above Application for Credit is correct.

BUYER'S NAME:	**WITNESS' NAME:**
BUYER'S SIGNATURE:	**WITNESS' SIGNATURE:**
DATE:	**WITNESS' OCCUPATION:**
	WITNESS' ADDRESS:

Note: When buyer is a company - to ensure that this document binds the company it must be signed in accordance with Section 180 of the Companies Act 1993. If two directors sign, no witnessing is necessary. If only one director or director and authorised signatory/ies sign, signatures must be witnessed.

Please ensure your proof of identity and address and a signed DIRECT DEBIT, with a copy of a blank bank deposit slip, are attached.

GUARANTEE - LIMITED LIABILITY COMPANY

To Be Completed By Limited Liability Companies **Company Number: _____**

Please list Director's Names & Addresses

1 _____

2 _____

3 _____

4 _____

Address of Registered Office - For Limited Liability Company Only

_____

Where A Buyer Is A Limited Liability Company: Personal Guarantee

In consideration of Turners & Growers Fresh Limited (Turners) agree to supply _____ (the Company) with goods or services on credit.

AND/OR in consideration of Turners forbearing to sue at my/our request for the balance now due and owing to it by the Company for goods or services supplied on credit I/we hereby agree as follows:

1. I/we shall be answerable and responsible to Turners for the due payment by the Company for all such goods or services (together with all late payment fees, collection costs or other monies owing by the Company to Turners from time to time as Turners may from time to time supply to it.
2. This agreement shall be a continuing guarantee to Turners for all monies due by the Company to Turners and this guarantee shall not be discharged in whole or in part by the fact that the Company's account with Turners may be in credit at any time.
3. Turners are at liberty without notice to me/ us at any time and without in any way discharging me/us from any liability hereunder, to grant time or other indulgence to the Company, to accept payment from the Company in cash or by means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with the Company instead of merely being surety for the Company.
4. If there is more than one Guarantor of the Company's debt to Turners, a release of any Guarantor from liability for the said debt of the Company will not affect the liability of the remaining Guarantors.
5. I/we have not signed this guarantee in reliance on any information given to me/us by Turners.
6. The guarantor(s) agrees that Turners shall have the right and liberty to complete and register a Mortgage at the Guarantor's cost over any property owned by the Guarantor(s) to secure monies owed by the Company to Turners and Turners shall also have the right to place a caveat on any such property for the purpose of this provision and the Guarantor(s) irrevocably appoints Turners as its agreed agent and attorney for the purpose of executing such Mortgage.

TODAY'S DATE:	
NAME, ADDRESS & OCCUPATION OF GUARANTOR(S): 1	SIGNATURE OF GUARANTOR(S):
2	
3	
4	
NAME, ADDRESS & OCCUPATION OF WITNESS:	SIGNATURE OF WITNESS:

GUARANTEE - TRUST

To Be Completed By The Trust

Please list Trustee's Names & Addresses

1 _____

2 _____

3 _____

4 _____

Contact Address for Trust

_____

Where A Buyer Is A Trust: Personal Guarantee

In consideration of Turners & Growers Fresh Limited (Turners) agree to supply _____ (the Trust) with goods or services on credit.

AND/OR in consideration of Turners forbearing to sue at my/our request for the balance now due and owing to it by the Trust for goods or services supplied on credit I/we hereby agree as follows:

1. I/we shall be answerable and responsible to Turners for the due payment by the Trust for all such goods or services (together with all late payment fees, collection costs or other monies owing by the Trust to Turners from time to time as Turners may from time to time supply to it.
2. This agreement shall be a continuing guarantee to Turners for all monies due by the Trust to Turners and this guarantee shall not be discharged in whole or in part by the fact that the Trust's account with Turners may be in credit at any time.
3. Turners are at liberty without notice to me/ us at any time and without in any way discharging me/us from any liability hereunder, to grant time or other indulgence to the Trust, to accept payment from the Trust in cash or by means of negotiable instruments and to treat me/us in all resects as though I/we were jointly and severally liable with the Trust instead of merely being surety for the Trust.
4. If there is more than one Guarantor of the Trust's debt to Turners, a release of any Guarantor from liability for the said debt of the Trust will not affect the liability of the remaining Guarantors.
5. I/we have not signed this guarantee in reliance on any information given to me/us by Turners.
6. The guarantor(s) agrees that Turners shall have the right and liberty to complete and register a Mortgage at the Guarantor's cost over any property owned by the Guarantor(s) to secure monies owed by the Trust to Turners and Turners shall also have the right to place a caveat on any such property for the purpose of this provision and the Guarantor(s) irrevocably appoints Turners as its agreed agent and attorney for the purpose of executing such Mortgage.

TODAY'S DATE:	
NAME, ADDRESS & OCCUPATION OF GUARANTOR(S): 1	SIGNATURE OF GUARANTOR(S):
2	
3	
4	
NAME, ADDRESS & OCCUPATION OF WITNESS:	SIGNATURE OF WITNESS: