

# Application For Credit





# APPLICATION FOR CREDIT

PRIVACY ACT – FORM OF CONSENT & DISCLOSURE

I \_\_\_\_\_, having made application to DX Mail for a credit account, irrevocably agree with DX Mail that it:

1. May collect and use such information as it regards is reasonably necessary for its credit enquiries, collection and account administration purposes from **any person** as it considers appropriate.
2. **Is authorised to receive from** any person any information that may reasonably be considered necessary for the Company's credit enquiries, collection and account administration purposes.
3. Is authorised to provide on request such information which may reasonably be considered necessary in regard to any credit enquiries regarding me made by **any person**.
4. May collect and use the name, address and telephone number as provided on the credit account application form and any amendments subsequently provided thereto for caller identification purposes **and** in respect of any enquiry concerning tickets, consignments or claims and provide such information to **any person** on request.
5. May review its decision whether or not to supply or continue to supply to me on credit terms if I do not provide the Company with the requested information and that I have certain rights under the Privacy Act 1993 to access and request correction of the information the Company holds about me.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_



# APPLICATION FOR CREDIT

APPLICATION FORM

Full Account Name				
DX Address				
Street Address				
Telephone	( )	Fax	( )	
Mobile	( )	Email		
Nature of Business				
Bank and Branch				
Business Status (circle one)	Company	Partnership	Sole Trader	Other
Year Commenced	Company Registered		Yes	No
Directors/Managers/Principals				

Est. Value of Monthly Account \$

Supply 3 Trade References n.b trade references do not include banks, finance companies, utilities (power/telephone/gas etc.), or personal/character references.

1.		Telephone	( )
2.		Telephone	( )
3.		Telephone	( )

**Existing Freightways Customers** n.b. if your business has a good credit history with an existing Freightways Group business (New Zealand Couriers, Post Haste, Online Security Services etc - refer to the DX Mail Website under "Our Partners" for a full listing) then a positive trade reference from that Freightways Group Business is all that is required to open a DX Mail account.

Freightways Business		Customer Number		Estimated Spend (\$'000)	
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**IMPORTANT**

Unless otherwise agreed, DX Mail's standard payment terms are 20th of the month following date of invoice/statement. Any other agreement must be approved by the DX Mail credit manager.

If insufficient or unsatisfactory credit assurances are obtained, DX Mail may either open the account on a cash-only basis for such period that it deems necessary, or decline to process the application further.

The company reserves the right to withhold its services from any customer whose account is overdue until such time as said account is paid.

**All consignments are carried subject to the Conditions of DX Mail prevailing. The current Conditions of DX Mail are printed overleaf.**

Non-submission of a DX Mail lodgement form accompanying mail consignments, constitutes acceptance by the sender of DX Mail's article count for any given day.

Upon notifying the customer/sender, DX Mail reserves the right to amend lodgement form count.

I, being a duly authorised employee/ principal/ partner of the Applicant Organisation, apply for credit a Credit Account on the basis of the above information and have accepted the Conditions of DX Mail printed overleaf.

Printed Name		Signed	
Designation		Date	

**BRANCH OFFICE USE ONLY - APPLICATIONS REPORT**

Branch			
1.			
2.			
3.			
Credit Approval By Branch Manager			
Signed		Date	



# APPLICATION FOR CREDIT

## CONDITIONS OF NEW ZEALAND DOCUMENT EXCHANGE LIMITED ('DX MAIL')

- IN these Conditions unless the context otherwise requires -
  - "ARTICLE" means any letter, document, parcel or other article, addressed to a specific person or a specific address;
  - "CONDITIONS" means the conditions of membership and carriage herein set out.
  - "LETTER" has the meaning given to that term in section 2(1) of the Postal Services Act 1998;
  - "LISTED ADDRESSEE" means a member or any other person whose name appears in the alphabetical addressee listings in the current edition of the DX MAIL Directory;
  - "MEMBERS" means and includes any person, who has been accepted and remains qualified for membership in accordance with these Conditions;
  - "NEGOTIABLE INSTRUMENTS" means negotiable instruments payable to bearer, including (without limitation) negotiable bills of exchange, cheques, and promissory notes, blank travellers cheques, and financial instruments which are accompanied by an executed transfer enabling them to be paid or assigned to bearer;
  - "DX MAIL" means New Zealand Document Exchange Limited its employees and agents and any person for the time being engaged in the control and/or supervision of DX MAIL Premises on behalf of New Zealand Document Exchange Limited;
  - "DX MAIL DIRECTORY" means the DX Directory published by DX MAIL from time to time;
  - "DX MAIL PREMISES" means any office or place in New Zealand at which DX MAIL operates a document exchange service for the members at large.
  - "DX MAIL SERVICES" means the provision of DX MAIL Premises, boxes, keys and other related facilities; the transfer of articles between different DX MAIL Premises; and any other postal or mail services which DX MAIL may provide to any member in accordance with these Conditions;
  - "PERSON" includes any individual, firm, company, corporation, association of persons (corporate or not) trust or government agency or department (in each case whether or not having a separate legal personality);
  - "UNLISTED MEMBERS" means members whose names do not appear in current edition of the DX MAIL Directory;
  - "VALUABLE TICKETS" means travel tickets or other tickets or vouchers which are not wholly refundable or which incur a penalty if lost or mislaid.Words implying one gender shall include the other genders and words implying the singular shall include the plural and vice versa.
- UPON acceptance by DX MAIL of a duly complete form of application for membership and payment of all fees and charges prescribed by DX MAIL to be payable at commencement an applicant shall become a member and shall then be bound by these conditions.
- THE member shall each week pay the fees and charges prescribed by DX MAIL within seven days of receipt of DX MAIL's invoice or as otherwise required.
  - DX MAIL shall be entitled to recover from any member an additional charge for:
    - any oversize articles (being articles which do not fit within the standard envelopes or satchels supplied by DX MAIL) or overweight articles (being articles which exceed permitted weight) presented to DX MAIL for delivery by the member and so delivered; or
    - articles presented for delivery when an insufficient payment has been made; or
    - any other postal or mail services which DX MAIL may provide to the member in accordance with these Conditions.
    - all costs associated with collecting outstanding monies, this includes but is not limited to collection agency costs and legal costs or fees.
  - If the member requires termination of any services supplied by DX MAIL then they will supply it in writing giving one month's notice by email to [credit.management@dxmail.co.nz](mailto:credit.management@dxmail.co.nz)Such additional charges shall be payable by the member within seven days of receipt of DX MAIL's invoice.
- THE member shall be allocated a box in the selected DX MAIL Premises, with a key to the relevant box and a tag being provided where appropriate. The member's name, box number, phone numbers and other relevant information will be printed in each update of the DX MAIL Directory.
- DX MAIL reserves the right to refuse any member or his agent entry into any DX MAIL Premises or access to any box if:
  - such member or his agent does not have in his possession a box key and the tag issued by DX MAIL; or
  - the member is in arrears in respect of any payments due to DX MAIL; or
  - the member is in breach of any of these Conditions.
- THE member or his agent shall for the period of this membership have a non-exclusive licence to enter the DX MAIL Premises containing the box allocated to the member during the times when access to the boxes is made available, for the purpose of clearing his box or depositing articles in the boxes of members having their allocated boxes in the same DX MAIL Premises or in the box designated for delivery elsewhere. DX MAIL shall determine the times during which access to the boxes in DX MAIL Premises will be made available and shall be entitled to alter such times on reasonable notice.
- EVERY member shall accept delivery of all articles left in his box as delivery to his office nearest to the DX MAIL Premises where the box is located and shall be bound to accept proof of such delivery as proof of service at that office, subject always to the specific requirements of any legislation, regulations or rules of court.
- EVERY member shall clear his box not less than once in every normal business day.
- MEMBERSHIP shall entitle every member to present to DX MAIL articles for delivery to listed addressees and unlisted members and, if DX MAIL is willing to accept articles for that purpose for delivery to any other person or address and DX MAIL is hereby authorised to act as the agent of every such member to arrange such delivery. Such delivery shall be fulfilled by DX MAIL engaging or entrusting the articles to others ("Subcontractors") on such conditions as DX MAIL and the Subcontractors may agree.

Members agree that all work performed by Subcontractors shall be subject to and that they shall be bound by the terms, conditions, stipulations and limitations contained in any document issued by or customarily relied upon by such Subcontractors in connection with such work. Delivery to members whose allocated boxes are in other DX MAIL Premises shall be completed when the articles are deposited in the designated box of the addressee at the appropriate DX MAIL Premises.
- NOTWITHSTANDING clause 9 where DX MAIL accepts articles (other than letters) addressed for delivery to any person or address outside New Zealand then the Subcontractor engaged to complete the delivery of the articles shall be deemed to be the consignee and DX MAIL'S responsibility for such articles shall end when they are delivered to the Subcontractor.
- EVERY member authorises DX MAIL, in relation to any articles presented to DX MAIL for delivery to an address other than a member's box or addressed to any person other than a member to either re-address and deliver such articles to the addressee box or, where the addressee is not a member, to consign such articles for delivery by post or such other means as DX MAIL in its absolute discretion shall consider appropriate and where appropriate, DX MAIL shall be entitled to recover from the consignor DX MAIL'S standard prevailing charge therefor.
- MEMBERS shall not leave articles anywhere in the DX MAIL Premises otherwise than in the box of a member, or in a box designated for deliveries elsewhere.
- ANY member receiving any article delivered to his box in error shall without delay cause such article to be returned to the designated box of the addressee or to DX MAIL.
- EVERY member shall immediately notify DX MAIL of the loss of any box key or tag and shall forthwith on demand by DX MAIL pay the cost of replacing the lock to the box and providing a new key and tag.
- EVERY member shall immediately notify DX MAIL of any change in the address of its principal place of business.
- SUBJECT to clause 17, except by special arrangement previously made in writing, DX MAIL shall be under no obligation to accept or deal with and no member shall present for delivery or deposit in any box in any DX MAIL Premises any bullion, cash, coins, negotiable instruments, valuable tickets, precious stones, jewellery, antiques, paintings, laptops or other valuables or any noxious, dangerous or inflammable item or items likely to cause damage or which it is unlawful to carry. Should a member present any such item for delivery or deposit such items in any box in any DX MAIL Premises otherwise than under a special arrangement previously made in writing, such items shall not have been accepted for carriage with in the meaning of the Carriage of Goods Act 1979 notwithstanding any delivery of such items and neither DX MAIL nor any Subcontractor shall be under any liability whatsoever for any loss of or damage to or in connection with such items howsoever caused or arising (whether as a result of negligence or otherwise) and the member shall indemnify DX MAIL and any Subcontractor for any such loss or damage.
- IF a member wishes to use DX MAIL'S Proof of Handling service in relation to any article (including any article containing a valuable ticket) the member shall enclose the article in a Priority Pak before presenting the article for delivery or depositing the article in a box at any DX MAIL Premises. Unless a Priority Pak or Overnight Direct is used as aforesaid any valuable ticket contained in the article presented shall not have been accepted for carriage within the meaning of the Carriage of Goods Act 1979 and the provisions of clause 16 shall apply. Where a Priority Pak or Overnight Direct is used as aforesaid any valuable ticket contained in the article presented shall be accepted for carriage by DX MAIL and any Subcontractor in terms of the Carriage of Goods Act 1979 and the provisions of clause 16 shall not apply to that valuable ticket.
- DX MAIL'S liability for loss of or damage to articles other than letters is limited in accordance with sections 9, 14 and 15 of the Carriage of Goods Act 1979.
  - By virtue of section 45 of the Postal Services Act 1998, DX MAIL has no liability for any loss or damage suffered by any person because of any loss, default, delay or omission in the receipt, transmission or delivery of any letter.
  - Under the Postal Services Act 1998, DX MAIL has no liability to the sender for loss or damage to letters with postage of \$0.80 or less. Letters with postage of more than \$0.80 and parcels sent within New Zealand are carried on the basis of "declared value risk" Contract under the Carriage of Goods Act 1979. The liability (if any) of DX MAIL for loss of, or damage to, postal items over \$0.80 is limited to a maximum amount of NZ\$250.00, plus reimbursement of postage if the item was lost. In all circumstances, liability does not include any consequential loss value.
- SUBJECT to the provisions of the Carriage of Goods Act 1979 imposing liability DX MAIL shall not be liable for:
    - any damage to, loss, deterioration, misdelivery, delay in delivery of any articles (whether the articles are or have been in the possession of DX MAIL or not); or
    - any instructions, advice, information or service given or provided to any person whether in respect of any articles or otherwise; or
    - any consequential or economic loss, loss of market or consequences of delay; however caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of DX MAIL or otherwise.
  - The liability (if any) of DX MAIL for loss of, or damage to articles under this agreement is at "limited carriers risk" as defined in the Act. The maximum liability of DX MAIL in respect of any one item carried by the Company under "Limited Carriers Risk" is limited to the lesser of NZ\$2000.00 or the current indemnity value of the consignment at the time of the loss.
  - In any case DX MAIL shall be under no liability for any loss of or damage to any article unless written notice of the claim, giving full particulars of any alleged loss or damage, is received by DX MAIL on DX MAIL'S official claim form within 14 days after the occurrence of the event to which the claim relates or from the date when the article would in the ordinary course of events have been delivered, whichever is the later.
  - No court action may be brought against DX MAIL for any loss of or damage to any article after the expiration of six months from the occurrence of the event to which the loss or damage relates or from the date when the article would in the ordinary course of events have been delivered, whichever is the later.
- SUBJECT to section 16 of the Carriage of Goods Act 1979 members undertake that, in respect of articles other than letters, no claim or allegation shall be made against any servant or agent of DX MAIL which imposes or attempts to impose upon any of them any liability whatsoever in connection with the performance of DX MAIL'S services hereunder and if any such claim or allegation should nevertheless be made, to indemnify DX MAIL and any such servant or agent against all consequences thereof.

Subject to section 16 of the Carriage of Goods Act 1979 and without prejudice to the foregoing, every such servant or agent shall have the benefit of all the provisions of these Conditions benefiting DX MAIL as if such provisions were explicitly for their benefit.
- All requests for product credits or refund of product charges for returned product shall only be considered if they are received within 14 days of sale.
- DX MAIL shall be entitled to terminate a members membership (and in its absolute discretion to refund to the member the unexpired balance of any fees and charges):
    - upon breach by the member of any of these Conditions; or
    - upon the death or insolvency of the member or (in the case of a corporate member) the appointment of a receiver or liquidator; or
    - upon the conviction of any member of any offence likely to bring the reputation of DX MAIL into disrepute; or
    - in the event that DX MAIL shall cease to carry on business in whole or in part, for any reason whatsoever,
  - Immediately upon termination of membership the member shall return to DX MAIL the key and tag relating to his box.
- DX MAIL shall be entitled from time to time by notice in writing to members to add to, revoke or amend these Conditions and to set the amount of any charges or fees from time to time payable for membership or any services provided by or on behalf of DX MAIL and to revise or reset the fee payable by a member for any such services in circumstances where a fee for those services has been previously set on the basis of a surveyed or agreed volume of mail which is subsequently exceeded by the actual volumes of mail presented to DX MAIL for delivery by the relevant member during comparable time periods.
- THE provisions of the Consumer Guarantees Act 1993 are hereby expressly excluded and shall not apply to DX MAIL Services or any other services provided by or on behalf of DX MAIL.
- Non-submission of a DX MAIL lodgment form accompanying mail consignments, constitutes acceptance by the sender of DX MAIL article count for any given day.
- DX MAIL reserves the right to contest and amend customer lodgment form count.
- In the event that the member has dealings with one or more subsidiaries of Freightways Limited (Freightways), the accounts of the member with each subsidiary of Freightways may be combined so that the debit and credit balances are set off and a net amount only is owed by the member to the subsidiaries of the Freightways group, or to the member by the subsidiaries of the Freightways group. This clause is for the benefit of DX MAIL, Freightways and each other subsidiary company of Freightways
- DX MAIL as a supplier of stamps and stamp products reserves the right to retain sufficient stock as it sees fit to sell, barter or trade such products whether they be personalised or otherwise to any and all buyers including the philatelic sector.