Self service silo key card application form

FOR USE WITH SPREADER CONTRACTORS

Legal Name of Access Card Owner					Trading Name *(if applicable)*
Ballance Vendor Number					
Ownership	☐ Company	☐ Partnership	☐ Sole Trader	☐ Trust	Registered Number *(if a company)*
Postal Address					
Phone		Mobile			Fax
Email					GST No.
Contact Name *(Accounts)*					Contact Name *(Purchasing)*

Card Details

Card Owner *(Company Name)*	**Card Holder** *(Rego or Fleet # or individuals name etc)*
1.	
2.	
3.	
4.	
5.	

In consideration of Ballance Agri Nutrients Limited agreeing to supply a Silo Access Card to nominated Access Card Holders, I, the Access Card Owner, or on behalf of the Access Card Owner, confirm that the Terms and Conditions attached to this application apply to the issue and use of the Silo Access Card. I declare that information supplied in this application form is true and correct and that I have the authority to sign this form on behalf of the Access Card Owner. I consent to Ballance Agri Nutrients Limited contacting any financier or credit agency to enquire and obtain information about the Access Card Owner's financial standing and credit-worthiness.

Name	Title
Signed	Date

Ballance Agri-Nutrients Limited
Private Bag 12503, Tauranga
3143 New Zealand

www.ballance.co.nz
0800 222 090
Email: shared.supportteam@ballance.co.nz

SILO ACCESS CARD TERMS AND CONDITIONS

1. Acceptance of Terms: These Terms and Conditions apply to the issue and use of the Silo Access Card. By signing an Application Form, or by using the Silo Access Card, you are deemed to have read and agreed to be bound by these Terms. You acknowledge and agree that:

(a) The Silo Access Card is issued to you;

(b) Where any Access Card Holder uses the Silo Access Card on your behalf they do so as your agent;

(c) You are responsible for ensuring that any Access Card Holder is authorised to use the Silo Access Card on your behalf and is aware of their obligations as your agent under these Terms;

(d) You are responsible for payment of all Goods collected using your Silo Access Card;

(e) You must indemnify us for any loss caused as a result of a breach by you or any Access Card Holder of these Terms.

(f) Access Card Holders using the Silo are responsible for adhering to site safety signage and for cleaning up any spills created when loading their vehicles, using the spill kit (i.e. broom, shovel and wheelie bin) provided on site.

2. Definitions and Interpretation: In these Terms, unless the context requires otherwise:

(a) Reference to "we", "our" and "us" means Ballance Agri Nutrients Limited.

(b) Reference to "you" and "your" means the Access Card Owner.

(c) "Access Card Owner" means the company, other entity or person(s) at whose request we agreed to issue a Silo Access Card.

(d) "Access Card Holder" means the person presenting the Silo Access Card at the point of collection at the Self-service Silo.

(e) "Access Card Fee" means the annual fee (if any) charged for the use of the Silo Access Card. Currently such fee is $NIL.

(f) "Goods" means goods supplied by us for collection by you or your agent using the Silo Access Card.

(g) "PIN" means personal identification number.

(h) "Silo Access Card" means the Access Card issued by us to you for the purpose of collecting Goods from our Self-service Silos.

(i) "Self-service Silos" means any self-service silo station where we have authorised the use of the Silo Access Card.

(j) "Terms" means these terms and conditions as may be amended by us from time to time.

(k) A reference to a party or person includes any form of entity whether incorporated or not and their respective successors, assigns or representatives.

3. Silo Access Card

(a) Each Silo Access Card will be uniquely identified with a preloaded 64 bit (256 character Alpha Numeric) code.

(b) We will issue a PIN for each Silo Access Card.

(c) Each Silo Access Card may be subject to a volume limit which we may vary from time to time. You must comply with any such limit.

(d) The Silo Access Card remains our property at all times and you agree to return or destroy the Silo Access Card when we ask you to.

(e) You cannot assign or pass on your obligations under these Terms to any other person.

4. Access Card Security

(a) You are responsible for ensuring the safe custody and authorised use of the Silo Access Card and PIN.

(b) You must notify us immediately by phoning 0800 778 326 or by emailing shared. supportteam@ballance.co.nz on becoming aware that:

(i) The Silo Access Card is lost or stolen;

(ii) The PIN has become known to someone who is not authorised to use it; or

(iii) Your Silo Access Card has been used in an unauthorised fashion.

You will be liable for all transactions occurring before we receive notification.

5. Collection of Goods

(a) The Silo Access Card may only be used to collect Goods from our Self-service Silos which have been pre-ordered and for which a valid order number / receipt has been issued. You will be required to input the order number, and/or scan the order barcode, prior to collection of the Goods.

(b) If you authorise someone to collect Goods on your behalf (e.g a spreader contractor), you are responsible for ensuring they act in accordance with your authority and we shall have no liability to you or any other person if there is later a dispute about that person's authority to collect the Goods.

(c) The prices payable for the pre-ordered Goods will be as per the pricing loaded against the relevant order and further in accordance with our standard terms and conditions applicable to the order at the time of dispatch.

(d) The collection of Goods at any particular time is subject to availability. We are not responsible for any loss or inconvenience which may be caused if we or any Self-service Silo is unable to supply your requirements for Goods at any particular time.

(e) Our standard Terms and Conditions of Sale will apply to all purchases of Goods. A copy of our standard Terms and Conditions of Sale is available by contacting us at one of the contact points outlined in clause 13 below.

(f) Risk in the Goods shall pass to you, or the person you have authorised to collect the Goods, at the point of collection from a Self-service Silo.

6. Payment for Goods

(a) You will be invoiced for the amount of Goods ordered in accordance with our standard Terms and Conditions of Sale, or as otherwise agreed at the point of order.

(b) You must pay the amount shown on the tax invoice by the date indicated on the tax invoice. Payment must be in cleared funds without setoff or deduction.

(c) If you do not pay an invoice when due, in addition to any other rights we have, we may immediately suspend your use of the Silo Access Card.

(d) Until we receive payment in full for Goods collected from a Self-service Silo we shall have a security interest in the Goods (as defined in the Personal Property Securities Act 1999).

7. Access Card Fees

(a) We are entitled to impose a reasonable Access Card Fee for the use of the Access Card upon 20 business days' notice to you.

(b) We are entitled to impose a reasonable administration fee where you lose your Access Card and a replacement Access Card needs to be issued to you.

8. Suspension and Cancellation

(a) We may cancel or suspend your Silo Access Card at any time upon notice to you.

(b) You may suspend or cancel your Silo Access Card by giving notice to us by phoning 0800 778 326 or by emailing shared.supportteam@ballance.co.nz

9. Variation to Terms

(a) We reserve the right to vary, delete or supplement these Terms at any time by giving you written notice.

(b) Your continued use of the Silo Access Card following such notice is deemed to be acceptance by you of the varied or replaced Terms.

(c) We will give notice by post or email to the most recent address / email address you have notified to us. You will be deemed to have been notified 3 business days after the date of posting, or where notice is by email, on the date the email is sent.

10. Change in Details

(a) You must notify us of any change to your name, registered office or principle place of business, or of any change in your principals or directors as soon as possible upon the change occurring.

11. Liability

(a) Under no circumstances will we, our employees or our agents be liable to you in contract, tort, equity, statue, regulation or otherwise for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by you, or by any other third party, whether direct or consequential (including, but without limitation, any economic loss or other loss of turnover, profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings made by or brought against you which relate in any way to your use of the Silo Access Card or Goods purchased by you for collection at a Self-serve Silo.

(b) If the acquisition of Goods is for the purpose of a business, you acknowledge and agree that the provisions of the Consumer Guarantees Act 1993 do not apply.

(c) To the extent that notwithstanding clause 11(a) we are found liable for any loss or damage suffered by you, such liability shall be limited to the lesser of:

(i) The price (excluding GST) of the particular Goods to which the loss or damage relates; or

(ii) The actual loss or damage suffered by you.

12. Privacy

(a) You acknowledge that, when we process your application for a Silo Access Card and in the course of our subsequent business relationship, we may collect "personal information" about you and your Access Card Holders.

(b) We collect, store and use such information for purposes connected with our business, such as:

(i) providing you and your Access Card Holders with products and/or services you have requested;

(ii) administering your account; and

(iii) carrying out any activity in connection with a legal, governmental or regulatory requirement on us, or in connection with legal proceedings.

(c) We will not sell, trade or rent any personal information you and your Access Card Holders provide to us to any third party.

(d) You acknowledge and agree that we may disclose your and your Access Card Holders' personal information to:

(i) other business units within our group of companies;

(ii) other providers of credit and credit reference and reporting agencies and debt collection agencies;

(iii) those who provide to us or our group of companies products or services that support the goods and services we provide, such as our retailers, dealers and suppliers;

(iv) persons to whom we may be required to pass your information by reason of legal, governmental or regulatory authority including law enforcement agencies and emergency services; and

(v) any person or organisation as authorised by the Privacy Act 1993.

(e) You have the right to request access to any personal information we hold about you and to request that it be corrected in accordance with the Privacy Act 1993.

13. General

(a) If any provision of these Terms is held to be invalid, void, unenforceable or illegal for any reason, such provision shall be deemed to be severed from these Terms and the remaining provisions shall continue in full force.

(b) If we delay or do not exercise any of our rights or remedies under these Terms, that will not be a waiver of the right or remedy.

(c) These Terms are governed by the laws of New Zealand and subject to the exclusive jurisdiction of the Courts of New Zealand.

(d) You can contact us at: **Ballance Agri-Nutrients Limited**
Private Bag 12 503, Tauranga Mail Centre 3143, New Zealand
Freephone 0800 778 326 Fax: 07 572 6201
Phone: 07 572 8500
Email: shared.supportteam@ballance.co.nz
Web: www.ballance.co.nz