

NZ FARMERS LIVESTOCK

Working with Farmers for Farmers

Account Application 14 Day Livestock



MyLiveStock
Website | Mobile | App

HOW TO COMPLETE THIS APPLICATION FORM

Application information

- If entering the name of an individual the complete legal name (*First name, all middle names, Surname*) must be set out first.

Address Details

- If the postal address is a PO Box or Private Bag please complete the residential address.
- Farm location to be completed in all instances.

Signing of the application

- Every Applicant who has completed the Application Information section must sign.
- Any Director/Trustee/Partner listed must be a signatory.
- Any Company applying must have the signatures of at least two Directors
- Any Trust or Partnership applying must have the signatures of all Trustees/Partners or a representation from the two signing that they have authority of all to sign.

Guarantee and Indemnity

- COMPANY: This section must be completed if the Applicant is a company. The company's full legal name must be written in the "shareholder" line.
- TRUST: This section must be completed if the Applicant is a Trust. For Trusts the full legal name of each Trustee must be written in the "shareholder" line as Trustees of the _____ Trust.

Have you:

- ☐ Provided all the information asked for in the Application.
- ☐ Signed the Application (including the Guarantee and Indemnity in front of a witness (if required) and initialled each page.
- ☐ Enclosed a verified copy of photo ID for each Applicant (see section D for requirements)
- ☐ Completed and enclosed the direct debit form.

Details of existing NZ Farmers Livestock Limited accounts

Do you have an existing NZ Farmers Livestock Limited account?

☐ Yes / ☐ No

You request that NZ Farmers Livestock Limited close the existing account if NZ Farmers Livestock Limited accepts this application?

☐ Yes / ☐ No

Have you had a previous NZ Farmers Livestock Limited account?

☐ Yes / ☐ No

Account name and number (if known)

A. APPLICATION INFORMATION

A. COMPANY APPLICANTS

Legal Name

Trading Name

(if different from above)

Name of Director (1)

First Names

Surname

Preferred Name

Date of Birth

Name of Director (2)

First Names

Surname

Preferred Name

Date of Birth

(Additional Directors need to be completed on a separate sheet of paper)

B. INDIVIDUAL, JOINT, PARTNERSHIP OR TRUST APPLICANTS

Name of Individual/
Partner/Trustee (1)

First Names

Surname

Preferred Name

Date of Birth

Name of Individual/
Partner/Trustee (2)

First Names

Surname

Preferred Name

Date of Birth

Name of Individual/
Partner/Trustee (3)

First Names

Surname

Preferred Name

Date of Birth

Name of Individual/
Partner/Trustee (4)

First Names

Surname

Preferred Name

Date of Birth

Trading As

B. ADDRESS DETAILS

Postal

Rapid, Road or Street Number

Road

or Street Name

Rural Delivery No.

PO Box or Private Bag

Town or City

Post Code

Residential

(If different
from above)

Farm Location

Do you own the farm property? ☐ Yes / ☐ No

If not, who is the owner

Initial Here



C. CONTACT DETAILS

Telephone Number (Residential)	<input type="text"/>	Telephone Number (Business)	<input type="text"/>
Facsimile Number	<input type="text"/>	Mobile Number	<input type="text"/>
Email	<input type="text"/>		

Your NZ Farmers Livestock Limited Statements, Credit Notes and Invoices **will** be emailed unless “No” is ticked. ☐ No

D. IDENTIFICATION

New government legislation requires New Zealand Farmers Livestock Limited to verify the identity of its customers. Please provide, for each person completing this form, a copy of photo identification.

Current New Zealand Driver’s Licence and/or New Zealand Passport

E. GST AND BANK ACCOUNT DETAILS

Applicant’s GST No.

Applicant’s bank account details (for payment from NZ Farmers Livestock Limited to you)

Bank name:	<input type="text"/>										Branch	<input type="text"/>									
Bank account no.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
	Bank		Branch			Account No.										Suffix					

Initial Here 

F. APPLICATION AND GUARANTEE

1 Application

1.1 The Applicant:

- (a) applies for the Account with NZ Farmers Livestock Limited on the terms contained in this Application and the General Terms (in section G below); and
- (b) has read the General Terms and agrees to be bound by them.

1.2 Each of (i) the Applicant, (ii) every person signing on behalf of the Applicant and (iii) each Guarantor authorise:

- (a) NZ Farmers Livestock Limited to make any such enquiries with any person as NZ Farmers Livestock Limited considers appropriate to consider this application; and
- (b) any disclosure by such persons to NZ Farmers Livestock Limited of requested information concerning them.

1.3 NZ Farmers Livestock Limited may at its discretion and for any reason decline this Application.

1.4 By signing this Application, each Applicant and each Guarantor confirm they have read, understood and agree to all terms and conditions in this Application and the General Terms.

2 Guarantee

2.1 Each Guarantor (if any) jointly and severally:

- (a) guarantees, irrevocably and unconditionally, to NZ Farmers Livestock Limited the due and punctual performance by the Applicant of all the Applicant's obligations under the General Terms;
- (b) agrees that, immediately upon demand by NZ Farmers Livestock Limited, the relevant Guarantor will pay to NZ Farmers Livestock Limited all money (including costs and damages) payable, due or owing to NZ Farmers Livestock Limited under or in connection with the General Terms;
- (c) agrees that this is a continuing guarantee until all the obligations of the Applicant in relation to the General Terms have been fully discharged. No waiver, granting of time, indulgence, or release of any person, nor modification of the obligations of the Applicant or any other person, will release the relevant Guarantor from this guarantee;
- (d) agrees separately to indemnify NZ Farmers Livestock Limited against any loss that NZ Farmers Livestock Limited may suffer as a result of any failure by the Applicant to perform punctually any obligation under the General Terms, whether or not the guarantee above is or becomes void or unenforceable for any reason;
- (e) agrees to pay default interest on any amount payable under this clause 2 from the date of demand to the date of payment (before and after judgement) at the Default Interest Rate for the Charge Account.

2.2 Each Guarantor acknowledges that it either has had legal advice from a solicitor that is independent of the Applicant and NZ Farmers Livestock Limited prior to executing this application or, if that has not occurred, each Guarantor agrees that not doing so is contrary to NZ Farmers Livestock's Limited recommendation and results solely from that Guarantor's own choice, freely made.

3 General Terms incorporated

The Application and the General Terms set out the terms and conditions of your Account. By signing this Application the Applicant confirms they have read, understood and agree to all terms and conditions of Sections F to H.

4. Effect as a deed

This Part F and the General Terms is effective as a deed.

Sign Here →

Applicant's details

Signature	Name	Title	Date

Sign Here →

Guarantor's details

Signature	Name	Witness's signatures, name & place of residence	Date

Initial Here →

DECLARATION OF LIVESTOCK CREDIT

To: NZ Farmers Livestock Limited

Regarding: Livestock Credit

IMPORTANT: Before you make this declaration, please read it and make sure you understand what you are signing. You should NOT sign this declaration unless the loan is wholly or primarily for business or investment purposes. By signing this form you may lose your protection under the Credit Contracts and Consumer Finance Act 2003.

Sign Here

Please initial here to confirm you have read and understand what you are signing



Declaration of purpose

I, (borrower name) (Borrower),

of (borrower's address)

(borrower's occupation)

declare, acknowledge, and agree that:

1. The credit to be provided to the Borrower by the Lender is to be applied wholly or predominantly for business or investment purposes (or for both purposes).
2. The predominant purpose of the credit is NOT for personal, domestic or household purposes.
3. I understand that this credit contract will NOT be treated as a consumer credit contract as defined in the Credit Contracts and Consumer Finance Act 2003.
4. I signed this Declaration of Loan Purpose before entering into the abovementioned loan.
5. I have read and understood this Declaration of Loan Purpose.

Sign Here



Signature of borrower

Name in print

Date: ____ / ____ / ____

Initial Here



NZ FARMERS LIVESTOCK

NAIT INFORMATION PROVIDER OPT IN FORM AUTHORITY

Why should I opt to use NZ Farmers Livestock Limited as my NAIT Information Provider?

- NZ Farmers Livestock Limited as a NAIT Information Provider may complete my NAIT Registration on my behalf.
- NZ Farmers Livestock Limited as a NAIT Accredited Information Provider can provide information to NAIT Ltd on behalf of me the PICA (Person in charge of animals) to meet my NAIT Ltd Obligations.

NAIT details:

NAIT NUMBER:

NAME:

Please ensure that the name you provide above is the same you used when registering as the Person in charge of Animals" (PICA) to get your NAIT

NZ Farmers Livestock Limited details:

Account Code

Mobile Number

Account Name

Email Address

- I am registered as a PICA with the NAIT organisation.
- I appoint NZ Farmers Livestock Limited as my information provider to perform on my behalf one or more of the functions or duties of me, as a PICA, including animal registrations, providing animal movement declarations, providing information to the NAIT organisation and providing notification when NAIT animals die or are exported live.
- I warrant that all information I provide to NZ Farmers Livestock Limited, for NZ Farmers Livestock Limited to provide to NAIT will be accurate, up to date, timely and complete.
- I confirm that I am the owner or lessee or I am otherwise authorised by the owner or lessee to register as the PICA for all the NAIT animals I have identified at the NAIT location I have specified to NZ Farmers Livestock Limited.
- I understand and agree to comply with all of my statutory NAIT obligations and regulatory requirements.
- I authorise NZ Farmers Livestock Limited to provide all required information, including personal information, to the NAIT organisation to enable NZ Farmers Livestock Limited to perform its duties as an information provider.
- I acknowledge that I remain responsible for compliance with the Act, in respect of all the PICA duties and responsibilities, and I agree that NZ Farmers Livestock Limited shall not be liable to me or any third party for any breach of my statutory NAIT obligations and regulatory requirements.
- I am required by NZ Farmers Livestock Limited to register them as an Information Provider either by ringing NAIT on 0800 624 843 or registering them online in my NAIT Account.

Sign Here 

SIGNED:

DATE:

Name:

**Please return to any NZFLL Regional or Saleyard Office, fax to 06 765 6195,
post to NZ Farmers Livestock Limited, PO Box 304, Stratford 4352
or email headoffice@nzfll.co.nz**

NZ FARMERS LIVESTOCK

Working with Farmers for Farmers

Direct Debit Authority

Name of my account to be debited (acceptor) <input type="text"/>	Initiator's Authorisation Code 0636696									
Name of my bank: <input type="text"/>										
<table border="1"><tr><td>0</td><td>0</td></tr></table> Bank	0	0	<table border="1"><tr><td>0</td><td>0</td><td>0</td><td>0</td></tr></table> Branch	0	0	0	0			
0	0									
0	0	0	0							
<table border="1"><tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr></table> Account	0	0	0	0	0	0	0	<table border="1"><tr><td>0</td><td>0</td></tr></table> Suffix	0	0
0	0	0	0	0	0	0				
0	0									

Approved	
3669	05/20

From the acceptor to *[insert name of acceptor's bank]* (my bank):

I authorise you to debit my account with the amounts of direct debits from **NZ Farmers Livestock Limited** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement:

Sign Here

Authorised signature/s: 	Date: ____ / ____ / ____
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Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.

G. GENERAL TERMS

The definitions are located at the end of these terms

- 1. Application:** The General Terms apply to every Transaction between you and NZ Farmers Livestock Limited, except Transactions in respect of which:
 - (a) you and NZ Farmers Livestock Limited agree in writing that different terms apply; or
 - (b) NZ Farmers Livestock Limited supplies you with other written terms at the time of or before the relevant Transaction.If the Standard Terms also apply to a Transaction and any provision of the Standard Terms contradicts the General Terms, then the General Terms prevail in respect of the inconsistency.
- 2. Changes to General Terms:** NZ Farmers Livestock Limited may at any time at its discretion, alter the General Terms (including the Default Interest Rate(s)) and/or interest rate(s)) by giving you notice of the changes. Such notice may be given by NZ Farmers Livestock Limited in any manner in which disclosure under section 35 of the CCCFA may be made. You consent to NZ Farmers Livestock Limited sending you any kind of disclosure statement (and any notice of changes to the General Terms) by means of an e-mail that allows the disclosure statement (or the notice of changes to the General Terms, as applicable) to be accessed from a website or by means of the internet. Any changes to the General Terms take effect from the later of:
 - (a) if the changes constitute a variation disclosure under the CCCFA, from the time specified in section 35 of the CCCFA; or
 - (b) otherwise from the time specified in the relevant notice or on the website (as applicable).
- 3. Credit limit and Account closure:** Unless otherwise advised by NZ Farmers Livestock Limited in writing, the initial Limit for your Account is \$10,000 if it is a Charge Account. NZ Farmers Livestock Limited may at any time at its discretion:
 - (a) alter the Limit of your Account without prior notice; or
 - (b) cancel any part of all of the Limit and close your Account without prior notice.
- 4. Payment terms:** If you do not pay on the due date then you must pay interest on all overdue amounts at the Default Interest Rate as stated on your invoice. Interest will be calculated daily on all overdue amounts. Interest on overdue amounts will be charged from the date of origination of NZ Farmers Livestock's Limited invoice in relation to the livestock. Accrued interest will be capitalised monthly. You must pay all amounts owed by you to NZ Farmers Livestock Limited without set-off or deduction.
- 5. Charges to the Account:** The following costs, expenses, charges, duties and taxes will be charged to your Account:
 - (a) NZ Farmers Livestock Limited costs (including legal costs) and expenses in respect of the recovery of any outstanding monies or goods for which you have defaulted in payment or an Event of Default has occurred;
 - (b) any other costs or expenses incurred by NZ Farmers Livestock Limited as a result of a breach by you of the General Terms; and
 - (c) any statutory or regulatory charges, duties or taxes payable in respect of the Account.
- 6. Security Interest:** To secure your payment and other obligations under the General Terms and in respect of your Account, you grant to NZ Farmers Livestock Limited a security interest in:
 - (a) Agency Goods (other than any livestock) acquired by you using credit provided under your Account;
 - (b) all Agency Goods including any livestock in respect of which NZ Farmers Livestock Limited acting as agent has sold to a purchaser until paid for in full; and
 - (c) all your present and after acquired personal property to which the PPSA applies, and all of your present and future rights in relation to any personal property to which the PPSA applies.You agree that:
 - (d) NZ Farmers Livestock Limited may, at any time, at its discretion, register a financing statement on the PPSR against all or part of the Agency Goods acquired by you using credit provided to you under your Account;
 - (e) you waive the right to be given a copy of any verification statement in respect of registration of any financing statement or financing change statement registered by NZ Farmers Livestock Limited on the PPSR;
 - (f) you must at your cost do all such things as are necessary to enable NZ Farmers Livestock Limited to perfect and maintain any such financing statement, including the provision of information and execution of further documentation;
 - (g) you must not change your name without giving NZ Farmers Livestock Limited at least 14 days notice in writing of your intention to do so, the new name, and the date on which the name change will take effect;
 - (h) the security interest granted in clause 6(b) is a purchase money security interest to the extent it secures your obligation to pay the purchase price for Agency Goods or value given by NZ Farmers Livestock Limited to enable you to acquire the Agency Goods;
 - (i) NZ Farmers Livestock Limited may exercise any powers given under the PPSA to a secured party with priority over other secured parties, whether or not NZ Farmers Livestock Limited is a first ranking secured party. Nothing in sections 114(1)(a), 133 or 134 of the PPSA applies to the General Terms. Your rights under sections 116, 120(2), 121, 125, 129 and 131 of the PPSA do not apply in respect of the General Terms or your rights in respect of the Agency Goods over which NZ Farmers Livestock Limited has a security interest.
 - (j) You authorise NZ Farmers Livestock Limited and its agents and employees to enter on your property or premises without notice to search for and repossess any Agency Goods, in the exercise of any enforcement rights which NZ Farmers Livestock Limited may have under the PPSA (subject to compliance with any other relevant legislation affecting the enforcement process);
 - (k) You and each Guarantor hereby grant us a security interest in any present and future interest in land and buildings owned. You and each Guarantor agree to the additional terms as set out in the Auckland District Law Society Memorandum of General Terms and Conditions, a copy of which is registered pursuant to section 155A Land Transfer Act 1952 under number 2007/4240.
 - (l) If requested in writing by us, you and/or each Guarantor shall within 5 working days execute a mortgage over land owned ("the Mortgage"). The Mortgage shall be prepared by our solicitors and shall be on the then current Auckland District Law Society all obligations mortgage form.
 - (m) The securities granted in this clause 6 shall secure all obligations owed to us from time to time, presently or in the future.
 - (n) You and each Guarantor hereby irrevocably appoint us for valuable consideration to be your true and lawful attorney (with full power to appoint substitutes and to sub-delegate) to sign in your name and each Guarantor's name on their behalf to complete, execute and otherwise perfect all assignments, transfers, security interests and other documents, and generally to do all other acts and things, that you and/or a Guarantor is obliged to do under the General Terms. You and each Guarantor hereby ratify and confirm to each person dealing with any attorney whatever that attorney does in the exercise of any of the rights referred to in this clause 6(n).

Initial Here →

- (o) You will pay to NZ Farmers Livestock Limited on demand all NZ Farmers Livestock Limited costs and expenses (including legal costs) incurred in relation to any Event of Default having occurred by you or a Guarantor or any enforcement action taken as a result of any such Event of Default.
- 7. Title and risk:** Title and risk in livestock passes to you on the earlier of:
- the time when the livestock cross the tailgate of the transportation vehicle; or
 - when the livestock leave the boundary of the Vendor's herd location on hoof; or
 - the time of actual delivery of the livestock to you; or
 - on the fall of the hammer at auction (if applicable).
- 8. NZ Farmers Livestock Limited as agent:**
- You agree that NZ Farmers Livestock Limited may act as agent for either and/or both you and a Vendor in respect of any transaction between you and a Vendor. You acknowledge that NZ Farmers Livestock Limited may charge a commission and/or deduct other fees as prescribed by NZ Farmers Livestock Limited from time to time for its agency services from either and/or both you and a Vendor. NZ Farmers Livestock Limited may collect its commission and fees by either:
 - deducting commission and fees from the purchase price payable to a Vendor; or
 - debiting the commission and fees to your Account.
 - If you have paid NZ Farmers Livestock Limited the purchase price for Agency Goods in respect of which NZ Farmers Livestock Limited is not the Vendor, NZ Farmers Livestock Limited will, as soon as practicable, pay the funds to the relevant Vendor, after exercising its rights of set-off against the relevant Vendor. NZ Farmers Livestock Limited may, at its discretion, elect to pay the relevant Vendor prior to receiving payment of the purchase price from you and debit the purchase price to your Charge Account. You irrevocably request and authorise NZ Farmers Livestock Limited for and on your account to pay (at NZ Farmers Livestock's Limited discretion) the purchase price (or otherwise credit it) in full to the relevant Vendor and to debit your Charge Account with the purchase price or the unpaid portion of it. Despite the preceding sentence, you acknowledge and agree that NZ Farmers Livestock Limited is not obliged to pay any moneys at all to a Vendor at any time.
 - If NZ Farmers Livestock Limited is acting as agent of a third party ("Counterparty") in respect of Agency Goods sold or purchased by you, then you acknowledge and agree that NZ Farmers Livestock Limited is not responsible for any act or omission of the Counterparty and that NZ Farmers Livestock Limited has given you no representation, warranty or assurance in relation to the Counterparty (including its ability to pay or otherwise perform its obligations).
 - If you are the Vendor of Agency Goods in the form of livestock, then you agree to provide suitable grazing and care for the livestock until the livestock are delivered to the relevant purchaser.
 - You agree that from time to time, Agency Goods in the form of livestock may be bought or sold by you on NZ Farmers Livestock's Limited then Standard Terms. You agree that the Standard Terms are binding on you, when you sign those Standard Terms or confirm to NZ Farmers Livestock Limited your instructions to buy or sell livestock (in which case the applicable Standard Terms will apply unless otherwise agreed). You authorise NZ Farmers Livestock Limited to sign the relevant Standard Terms on your behalf, whenever you instruct NZ Farmers Livestock Limited as your agent to buy or sell livestock. You indemnify NZ Farmers Livestock Limited in respect of all its costs, losses and expenses which NZ Farmers Livestock Limited incurs acting as your agent, including when concluding livestock transactions and signing Standard Terms on your behalf, so long as NZ Farmers Livestock Limited has acted in good faith in respect of your oral or electronic instructions (including by txt message).
- 9. Set-off:** NZ Farmers Livestock Limited may, at any time, set off any account due for payment by NZ Farmers Livestock Limited to you against any amount due for payment by you to NZ Farmers Livestock Limited under any arrangement (including the General Terms). NZ Farmers Livestock Limited may apply amounts paid by you (or received by NZ Farmers Livestock Limited on your behalf) towards satisfaction of your obligations to any member of the NZ Farmers Livestock Limited Group and/or any Vendor (from whom you have purchased Agency Goods) in the manner NZ Farmers Livestock Limited sees fit. This appropriation overrides any purported appropriation by you or any other person.
- 10. Consumer Guarantees Act 1993:** If you have acquired or hold yourself out as acquiring any Agency Goods for the purposes of a business, then nothing in the Consumer Guarantees Act 1993 will apply to the Agency Goods or the relevant Transaction. You confirm that you are acquiring all Agency Goods in the form of livestock for the purposes of a business.
- 11. Warranties - Agency Goods:** If you are a Vendor and NZ Farmers Livestock Limited is your agent for a Transaction involving Agency Goods, you represent and warrant to NZ Farmers Livestock Limited that:
- the relevant Agency Goods will on delivery be transferred to the purchaser free of any security interests granted by you;
 - the sale of the Agency Goods is a sale in the ordinary course of your business and does not constitute a breach of any security agreement to which you are a party; and
 - the information you provided concerning the Agency Goods is accurate and complete.
- NZ Farmers Livestock Limited makes no representations or warranties (except as required by law) in respect of any Agency Goods.
- 12. Privacy:** NZ Farmers Livestock Limited will collect and hold the information provided in the Application by you and any Guarantor or obtained by NZ Farmers Livestock Limited pursuant to clause 1.2 of part F or otherwise. NZ Farmers Livestock Limited may use that information for any purpose relating to:
- Carrying out credit checks with a credit reporting agency for a purpose of making a credit decision. This will require NZFLL giving personal information to the credit reporting agency as well as the credit reporting agency providing information back to NZFLL. NZFLL may also disclose my positive credit information (including repayment history information) to a credit reporting agency.
 - The provision of credit to the Applicant and/or the operation of any account (including the Account) which the Applicant has with NZ Farmers Livestock Limited.
 - Debt recovery including appointing an agent to collect any outstanding debts and listing defaults with a credit reporting agency.
 - Marketing any products and services offered or provided by any member of the NZ Farmers Livestock Limited Group; and
 - Conducting market research in respect of products and services which NZ Farmers Livestock Limited offers or is contemplating offering.

If NZFLL discloses personal information to a credit reporting agency, they may hold that information on their credit reporting database and use it for providing credit reporting services and for any other lawful purpose and they may disclose my information to their subscribers for the purpose of credit checking or debt collection or for any other lawful purpose.

Natural persons have the right to access and request corrections to personal information held by NZ Farmers Livestock Limited concerning them.

Initial Here



- 13. Applicant's liability:** If there is more than one Applicant, then each Applicant is liable jointly and severally. If the Applicant or any Guarantor is a trust, then each trustee enters this Application and the General Terms in their capacity as both trustee and in their personal capacity (unless otherwise agreed in writing by NZ Farmers Livestock Limited).
- 14. Assignment:** You may not assign or transfer your rights, interests or obligations under this Application and the General Terms without the prior written consent of NZ Farmers Livestock Limited. NZ Farmers Livestock Limited may assign, novate or transfer its rights, interests and obligations under this Application, the General Terms and/or in relation to your Account to any person, on giving notice to you at your last known postal address.
- 15. CCCFA:** No provision in any part of the General Terms will apply to:
- make the Account a consumer credit contract under the CCCFA if it would not otherwise be a consumer credit contract under the CCCFA; or
 - give the Applicant or any Guarantor any rights under the CCCFA which the Applicant or any Guarantor would not otherwise have under the CCCFA.
- 16. Notices to NZ Farmers Livestock Limited:** NZ Farmers Livestock Limited may, from time to time agree that you may give it notices or instructions in relation to your Account by such electronic means as NZ Farmers Livestock Limited specifies in writing.
- 17. Definitions:** in the General Terms, unless the context otherwise requires:
- "Account"* means, unless otherwise agreed, the livestock 14 day charge account [created by this Application].
- "Agency Goods"* means goods (including livestock) sold to a purchaser by a Vendor, in respect of which NZ Farmers Livestock Limited is agent of either and/or both the purchaser and the relevant Vendor.
- "Applicant"* means the person named as applicant in the Application in Parts A and F.
- "Application"* means this application (including, for the avoidance of doubt, Parts A to F and the General Terms (as varied from time to time) which is completed by the Applicant when applying for an Account and has been accepted by NZ Farmers Livestock Limited.
- "Base Rate"* means the base rate as determined by NZ Farmers Livestock Limited from time to time, at its discretion.
- "CCCFA"* means the Credit Contracts and Consumer Finance Act 2003.
- "Charge Account"* means 14 day livestock account.
- "Default Interest Rate"* means: (a) in respect of a Charge Account, the interest rate is as applicable on your invoice.
- "Event of Default"* means any one or more of the following:
- if you do not pay any amount to NZ Farmers Livestock Limited when it is due; or
 - if you fail to perform any of your obligations to NZ Farmers Livestock Limited under any arrangement you have with NZ Farmers Livestock Limited; or
 - if, in NZ Farmers Livestock's Limited opinion, you are unable to pay or do not pay your debts when they are due; or
 - any step is taken which NZ Farmers Livestock Limited considers may lead to the receivership, bankruptcy, administration or liquidation of you or any Guarantor.
- "General Terms"* means the general terms contained in Part G as amended from time to time.
- "Guarantor"* means any person named as a guarantor in the Application in Parts A and F.
- "Limit"* means the credit limit for an Account as determined by clause 3 of the General Terms.
- "NZ Farmers Livestock"* means NZ Farmers Livestock Limited.
- "NZ Farmers Livestock Group"* means NZ Farmers Livestock Limited and NZ Farmers Livestock Finance Limited.
- "PPSA"* means the Personal Property Securities Act 1999 (and all regulations promulgated under that Act).
- "PPSR"* means the Personal Property Security Register created under the PPSA.
- "Standard Terms"* means NZ Farmers Livestock's Limited then standard terms for documenting the sale and purchase of livestock where NZ Farmers Livestock Limited is acting as agent of either and/or both the Vendor and Purchaser (including, for example, the current paddock sale docket or forward sale terms).
- "Transaction"* means:
- transactions between you and a Vendor (other than NZ Farmers Livestock Limited) concerning Agency Goods, in respect of which NZ Farmers Livestock Limited is agent of either and/or both you and the relevant Vendor;
 - transactions between you and NZ Farmers Livestock Limited or a trader concerning Agency Goods, which you purchase using credit under your Charge Account.
- "Vendor"* means a person (acting as principal, not an agent) who sells Agency Goods.
- "you"* means the Applicant and "your" has a corresponding meaning.

H. CONSENT

I, the Applicant, consent to NZ Farmers Livestock Limited collecting, using and disclosing my personal information for the following purposes:

- Verifying any information that I give to you (or information that you may collect from other sources) with third parties and third party databases, including government agencies.
- Carry out credit checks on me with a credit reporting agency for a purpose of making a credit decision affecting me (including debt collection) or for the requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009. This will require you to give me information to the credit reporting agency as well as the credit reporting agency providing information about me to you. You may also disclose my positive credit information (including repayment history information) to a credit reporting agency and/or any other entity for a credit reference purpose.
- Debt recovery including appointing an agent to collect any outstanding debts and listing defaults with a credit reporting agency.
- Where I have voluntarily given you my driver licence information, this information may also be disclosed to a credit reporting agency and the Ministry of Justice as part of the checks you undertake with them.
- I authorise any third party to provide my personal information to you for any of these purposes.
- I understand that if you disclose my personal information to a credit reporting agency, they may hold my information on their credit reporting database and use it for providing credit reporting services and for any other lawful purpose and they may disclose my information to their subscribers for the purpose of credit checking or debt collection or for any other lawful purpose.

Initial Here →

Financial Services Manager

Simon Williams

027 491 2173

07 889 1673

Regional Offices

Waikato — 07 889 1671

King Country — 06 765 6197

Taranaki — 06 765 6197

Manawatu — 06 324 8135

South Island — 03 615 5147

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