

Creative Edge Food Company Ltd

THE HOME OF GREAT KIWI BAKING

41a Elizabeth Knox Place, St Johns, Auckland

Phone 09 574 5030

www.creativeedgefood.co.nz



A LITTLE ABOUT US

Creative Edge Food Company is a boutique commercial bakery, situated in St Johns, Auckland. We specialise in handcrafted cakes and bakery items, which are baked daily to order.

At Creative Edge Food Company where possible, we use New Zealand grown or sourced ingredients to ensure our products are of the highest standard.

We pride ourselves on supplying great kiwi baked desserts, cakes and bakery items including a large speciality dietary requirement range for consisting of non-gluten ingredient, non-dairy ingredients, no egg products and no nut products.

We specialise in providing our mouth-watering products to cafes, restaurants, hotels, airlines, caterers and corporate clients.

Our bakery allows us to meet small & large baking requirements to meet our customers' needs on time and in full.

We look forward to providing Great Kiwi Baking delivered to your door.

ORDERS

PLACEMENT OF ORDERS

Orders for next day delivery must be received **before 3p.m. (4pm Online)** for the next day delivery and Saturday delivery, need to be with us before **12 noon** the Friday before

We accept orders online or standing orders using our web portal. Telephone/voicemail and email orders have a \$5 processing fee per order.

***To protect your business, we suggest you place a standing order. These can be adjusted according to your demand throughout the year.*

DELIVERIES

DELIVERY TIMES

Our refrigerated trucks cover the greater Auckland area in the early mornings. Our trucks deliver 6 (six) days per week (no delivery on Sunday).

DRIVER ACCESS

Customers must provide the necessary keys and/or alarm codes to give our driver access to a secure drop off point.

DELIVERY CHECKS Customers are requested to check deliveries as soon as possible so that we can attend to any problems that may be apparent. Claims relevant to deliveries must be advised **within** 12 hours of receipt of goods. No claims will be entertained after this time.

APPLICATION FOR CREDIT ACCOUNT

DATE: _____

Name of Company: (Company/Partnership/Individual) _____

Trading Name: _____

Registered Office: _____

Delivery Address: _____

Postal Address: _____

Purchaser Contact: _____ Phone Number: _____

Email Address: _____ Mobile #: _____

Accounts Contact: _____ Phone Number: _____

Email Address: _____

Date Commenced Business: _____ Paid Up Capital: _____

Bank: _____ Branch: _____

Solicitor: _____ Estimated weekly spend: _____

Shareholders / Directors / Owners

Full Name: _____ Phone Number: _____

Private Address: _____ Date of Birth: _____

Full Name: _____ Phone Number: _____

Private Address: _____ Date of Birth: _____

Full Name: _____ Phone Number: _____

Private Address: _____ Date of Birth: _____

Special Instructions for deliveries please complete the below (including key's required, alarm codes and where to leave goods.) _____

TRADE REFERENCES:

Company: _____ Phone Number: _____
Company: _____ Phone Number: _____
Company: _____ Phone Number: _____

TRADING TERMS: 7 DAY PAYMENT TERMS

I/We agree to abide by the terms and conditions set out at the end of this form. I/We further state that the information given above is true and correct in every detail and that I/We undertake to advise "Creative Edge Food Company Ltd" should there be any change. I/We further authorize any person or company to provide you with such information as you may require in response to this request for credit. The above authorizations are both provided in terms of the Privacy Act 1993 and for the purpose of credit enquiries or for any lawful purpose. I/We further authorize you to furnish to any third party details of this application and any subsequent dealings that Creative Edge Food Company Ltd may have with us as a result of this application.

USE OF INFORMATION - PRIVACY ACT

Authority to obtain information. The customer, by signing this application, authorizes the Supplier to make credit and other enquiries about the Customer within its normal procedures and to obtain information about the customer from any credit agency and/or supplier.

For and on behalf of _____

Signature _____

Full Name _____ Title _____

Date _____

Personal Guarantees:

Name: _____ Signature: _____

Date of Birth: _____

Name: _____ Signature: _____

Date of Birth _____

Signed in the presence of:

Witness Signature: _____

Witness full name:

Witness Address:

RETURNING:

Once signed, please return including a direct debt form to:

orders@creativeedgefood.co.nz

We will collect the completed direct debit form on our visit to you.

TERMS AND CONDITIONS OF SALE/TRADE:

1. Unless expressly altered or modified in writing and signed by Creative Edge Food Company Ltd representative, the following terms and conditions shall form part of all contracts and/or invoices involving product supplied by Creative Edge Food Company Ltd.
2. Receipt of an order will be deemed to be acceptance by the Buyer of these terms, notwithstanding anything stated to the contrary in the Buyer's inquiries or on the buyer's orders.
3. Payment is as per signed agreement if on account or if no account is held payment must be made before delivery of goods;
4. By the acceptance of these terms and conditions of trade the Customer grants to the Company a Security Interest in the goods supplied and their Proceeds to secure the obligation of the Customer to pay the purchase price of the goods and any other obligation of the Customer under this agreement. The customer agrees that, for the purposes of the Personal Property Securities Act 1999 ("the PPSA") the company has a security interest in the goods supplied by the company to the customer.
5. As and when required by the Company the Customer shall at their own expense (if required) provide all reasonable assistance and relevant information to enable the Company to register a Financing Statement or Financing Change Statement. The Customer will not change name without first notifying the Company of the new name not less than 7 days before the change takes effect.

6. The Customer waives the right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on behalf of the Company in respect of the Security Interest created by these terms and conditions of trade.
7. Creative Edge Food Company Ltd reserves the right to charge interest on all overdue accounts at 5% per week, from the due date until the date payment is made; or the OCR (whichever is higher)
8. Creative Edge Food Company Ltd may withdraw or limit credit facilities at any time, at its absolute solo discretion and with or without notice;
9. Creative Edge Food Company Ltd reserves the right to request a deposit for large on account, one off product orders at a rate of up to 50% at the owner's discretion.
10. In the event of default or non-payment on the due date, or breach of these terms and conditions or insolvency of the Buyer:
 1. All sums outstanding to Creative Edge Food Company Ltd become immediately due and payable; and
 2. the Buyer indemnifies Creative Edge Food Company Ltd for any loss, expenses or costs it may incur or suffer as a result of the Buyer's default; and
 3. all legal and collection costs in recovering or collection any outstanding money, recovering goods or remedying any default shall be recoverable against the Buyer and/or at the buyers expense;
 4. A \$15 administration fee will be invoiced to you for every failed direct debit regardless of any bank fees levied by your bank/payment provider. We will re-debit your account after 3 days automatically with this fee added.
11. Pending full payment by the buyer, the buyer shall hold the goods and/or the proceeds of their sale on behalf of Creative Edge Food Company Ltd as its bailee;
12. Any liability of the Buyer is to be unaffected by the sale, transfer, or termination of the business of the Buyer.
13. Goods are at Buyers risk from the time the goods are delivered to the Buyer's premises. Buyers should provide a suitable area free from vermin or insect infestation risk; Where the Buyer has allowed the Company access to premises to make delivery the Company will not be liable for any loss or damage occurring as a result irrespective of fault or whether the Buyer was present.
14. Creative Edge Food Company Ltd uses its best endeavours to ensure all product meets a high standard of quality and to the exclusion of all statutory or other implied warranties and conditions, an undertaking is given to replace or credit any defective product providing that product can be immediately made available to Creative Edge Food Company Ltd for inspection;
15. Claims for damaged or defective goods or packing errors must be advised within 12 hours of the day of delivery to the Buyer, and an opportunity given to Creative Edge Food Company Ltd to investigate the claim.
16. Creative Edge Food Company Ltd liability in the event of a valid claim will not exceed the sale price of the goods concerned and to the extent permitted by law, warranties and conditions implied by any statute are hereby expressly negated.
17. The Buyer acknowledges the goods are acquired for the purpose of re-supplying these in trade, and the provisions of the Consumer Guarantees Act 1993 do not apply.
18. Creative Edge Food Company Ltd reserves the right to charge a late processing fee for any orders placed after 4pm for next day delivery
19. Creative Edge Food Company Ltd reserves the right to charge freight on any order, at its sole discretion and with or without notice to the buyer;
20. Retention of title: All Goods delivered by the company remain the company's property until the purchase prices and all other monies owing to the company under the contract or otherwise have been paid in full. Until payment for the goods is made in full the company will have the right of immediate repossession of the goods and will be entitled to enter any premises occupied by the customer to search and remove any goods belonging to it.
21. In consideration of the company agreeing to supply the above named customer with goods the Guarantors do jointly and severally personally guarantee the due payment of all monies owed either now or anytime hereafter. No granting of time, waiver or forbearance to sue, or winding up or bankruptcy will release the guarantor from liability.

Signature: _____ Date: _____

Name of account to be debited:

AUTHORITY TO ACCEPT DIRECT DEBITS

(Not to operate as an assignment or an agreement)

Account details:

Bank Branch number

Account number

Suffix

To the Manager: please print full postal address clearly

Bank
Branch
Address

AUTHORISATION CODE

3 8 0 0 4 1 7

Date:

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which CREATIVE EDGE FOOD COMPANY LTD

(hereinafter referred to as the Initiator)

the registered initiator of the above Authorisation Code may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

INFORMATION TO APPEAR IN MY/OUR BANK STATEMENT:

Payer Particulars

Payer Code

Payer Reference

[Grid for Payer Particulars]

[Grid for Payer Code]

[Grid for Payer Reference]

Name of Account

Authorised Signature(s)

Approved

0041

08 13

For bank use only

Date Received:

Recorded By:

Checked By:

BANK STAMP

Original - Retain at branch
Copy - Forward to Initiator if requested

Conditions of this Authority to Accept Direct Debits

1. The Initiator:

- (a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least 3 business days before the date when the Direct Debit will be initiated. This advance notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent to communicate electronically). The advance notice will include the following message: "The amount of \$..... will be direct debited to your bank account on (initiating date)."
(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
(c) May, upon receiving written notice (dated after the date of this authority) from a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.

2. The Customer may:

- (a) At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed in writing by the customer, Bank and Initiator.
(b) Stop payment of any Direct Debit to be initiated under this authority by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

3. The Customer acknowledges that:

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
(b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
(c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of: the accuracy of information about Direct Debits on Bank statements; and - any variations between notices given by the Initiator and the amounts of Direct Debits.
(e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
(b) At any time terminate this authority as to future payments by notice in writing to me/us.
(c) Charge its current fees for this service in force from time-to-time.