



## CLIENT INFORMATION FORM

CLIENTS FULL NAME:			
Date of Birth:			
Phone: (H)	(W)	Mobile:	Email:
BILLING ADDRESS:		PHYSICAL ADDRESS:	
POSTCODE:		POSTCODE:	
How did you hear about us:			

### TERMS AND CONDITIONS

#### 1. Definition and Payment

- 1.1 "Seller" shall mean Lenaire Lander T/A Lenaire Lander Personal Stylist.
- 1.2 "Client" shall mean the Client or any person (or persons) that agree herein to be liable for the debts of the Client on a principal debtor basis.
- 1.3 A fifty percent (50%) non-refundable deposit may be required at the time of booking an appointment.
- 1.4 Time for payment for the Services being of the essence, the Price will be payable by the Buyer on the date/s determined by the Seller, which may be:
  - (a) on provision of the Services;
  - (b) by way of instalments payments in accordance with the Seller's payment schedule;
  - (c) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
  - (d) the date specified on any invoice or other form as being the date for payment; or
  - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Seller.
- 1.5 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

#### 2. Client's Acknowledgments

- 2.1 Any time specified by the Seller for provision of the Services is an estimate only and the Seller will not be liable for any loss or damage incurred by the Client as a result of delayed Services. However, both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that the Seller is unable to supply the Services as agreed solely due to any action or inaction of the Client, then the Seller shall be entitled to charge a reasonable fee for redelivery of the Services.

#### 3. Default

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Client owes the Seller any money the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default fees, and bank dishonour fees).
- 3.3 Further to any other rights or remedies the Seller may have under this and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 3 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

- 3.4 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Client. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller has exercised its rights under this clause.

- 3.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:
  - (f) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to make a payment when it falls due;
  - (g) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (h) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

4. Privacy Act 1993
- 4.1 The Client authorises the Seller or the Seller's agent to:
  - (a) access, collect, retain and use any information about the Client;
    - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
    - (ii) for the purpose of marketing products and services to the Client.
  - (b) disclose information about the Client, whether collected by the Seller from the Client directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

- 4.2 Where the Client is an individual the authorities under clause 3 are authorities or consents for the purposes of the Privacy Act 1993.
- 4.3 The Client shall have the right to request the Seller for a copy of the information about the Client retained by the Seller and the right to request the Seller to correct any incorrect information about the Client held by the Seller.

5. Cancellation
- 5.1 The Seller may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice the Seller shall repay to the Buyer any money paid by the Buyer for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 5.2 In the event the Client cancels this agreement for the provision of the Services within twenty-four (24) hours, the Client shall be liable for a cancellation fee equal to fifty percent (50%) of the price to cover any and or loss incurred (whether direct or indirect and includes any loss of profits) by the Seller as a direct result of such a cancellation.

I certify that the above information is true and correct. I authorise the use of my personal information as detailed in the Privacy Act clause. I have read and understand the PAYMENT TERMS AND CONDITIONS (above) of Lenaire Lander T/A Lenaire Lander Personal Stylist. which form part of, and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions.

#### GUARANTEE

If I execute this agreement as the person responsible for payment on behalf of the Client I guarantee the due and punctual payment of all monies payable under this agreement. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Client and all obligations herein have been fully paid satisfied and performed.

SIGNED:	NAME:
Date:	