

HOUSE CHARGE APPLICATION

Surname: Member No:

First Name:

Email Address:

Postal Address:

Postal Code:

Secondary Member Name:

Secondary Member Phone: Member No:

I / we agree to RNZYS debiting the amount due for goods and services to my / our house account which will be settled by way of Direct Debit on a monthly basis. See page 2 for terms and conditions. Furthermore I / we understand access to see the summary of the charges will be via the members portal 'My Accounts' on RNZYS' website. (For login assistance please contact reception@rnzys.org.nz)

Signature/s:

Date:



TERMS AND CONDITIONS

By submitting a House Charge Account Application and/or purchasing goods and services from RNZYS, you (Member) agree the following Terms shall apply to your House Charge Account. These Terms replace any previous arrangements or understandings relating to supply by RNZYS (or any other entity authorized to trade under the name RNZYS) of a House Charge Account to the Member.

ACCOUNT TERMS

1. Provided the Member is meeting its obligations to RNZYS and subject to proof of identity (if requested), the Member is able to acquire goods and services from RNZYS and charge them to their House Charge Account.
2. All Members with a House Charge Account must have a direct debit authority in place allowing the RNZYS to draw funds to pay their House Charge Account on a monthly basis.
3. The Member is liable for all purchases made in his/her account name. It is the sole responsibility of the Member to ensure there is no unauthorised use of his/her account.
4. RNZYS may at any time withdraw, suspend or alter the Member's House Charge Account at any time without notice at its sole discretion. Any such change to the Member's credit facilities will not release the Member from any liability whatsoever.

PRICING AND PAYMENT

5. Where purchases of goods and services are charged to a valid House Charge Account, then payment is due in full in cleared funds by the 20th day of the month following payment. Payment will be effected by direct debit.
6. Payment of all monies owing to RNZYS must be free of any deduction or other claim whatsoever.
7. RNZYS may allocate any payment made by or on behalf of the Member to the account and/or payment of any goods and services as it sees fit and the Member waives any right to receive notification of that allocation.
8. If full payment for the goods and services is not made by the due date for payment, the Member will pay, at RNZYS discretion (and without prejudice to any other rights or remedies it may have), on demand, default interest on the amount outstanding at the rate of 18% per annum (calculated on a daily basis until the account is paid in full) and all expenses and costs (including legal costs on a solicitor and client basis) incurred by or on behalf of RNZYS recovering or attempting to recover the overdue amount.

DEFAULT

9. An Event of Default where the Member fails to pay any moneys owing when due, including the failure of a direct debit authority to successfully draw funds and a failure to pay their RNZYS membership subscription by the due date.
10. If, at any time and for any reason, an Event of Default occurs, then (without prejudice to any other remedies RNZYS may have) RNZYS may suspend all House Charge Account credit arrangements offered to the Member immediately, without notice, until the Event of Default is remedied to RNZYS' satisfaction and require future purchases to be paid in cash or by eftpos or credit card.

PRIVACY

11. RNZYS may at any time collect, hold and use information relating to this House Charge Account application for any purpose connected with its activities including (but not limited to) provision of member benefits and debt recovery, including collecting information from, and disclosing information to debt collection agencies and other third parties. Under the Privacy Act 1993, individuals have rights to access to, and request correction of, their personal information by contacting RNZYS.
12. The Member authorises RNZYS to collect, hold and use information from any person or entity for any of the above purposes, and for such person or entity to disclose information to RNZYS, and the Member further authorises RNZYS to disclose information to any person or entity for any of the above purposes and such person or entity to collect, hold and use information from RNZYS.

REVIEW OF TERMS

13. RNZYS may vary these Terms at any time by publishing the varied terms on the RNZYS website (www.rnzys.org.nz).

GENERAL

14. The Member may not directly or indirectly assign to any person any of its benefits or burdens in respect of the contract created by these Terms. RNZYS may at any time assign or transfer to any other person all or any part of its rights, remedies and obligations under these Terms and any related or ancillary document without the Member's consent.
15. No delay or failure to act is a waiver. No waiver is effective unless it is in writing. Any waiver of a breach so given, is not a waiver of any other breach.
16. These Terms will be governed by the laws of New Zealand.

DEFINITIONS

17. In these Terms, unless the context requires otherwise:
 - (a) Member means the individual named as a member of the RNZYS and if a family membership is in place, each person covered under the terms of that family membership.
 - (b) RNZYS means the Royal New Zealand Yacht Squadron and any relevant entity owned or controlled by the RNZYSs.
 - (c) Terms means these Terms, as amended from time to time by RNZYS in accordance with clause 16.