

Blackfern Society Limited

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www.blackfern.coop



Application to Trade Goods and Services as a Purchaser and Supplier of Blackfern Society Limited.

This application is an important legal Document. Please take the time to read.

Please accompany one item of photo Identity with this application i.e., Driver or firearms licence or Passport.

The applicant should make themselves familiar with the Blackfern Society Limited offer and obligations. Should this application be accepted by Blackfern Society Limited then a binding legal agreement will exist between the applicant and Blackfern Society Limited. Please refer enclosed to Blackfern's Terms and Conditions page 3 of this document.

Please note: This application is not a share offer. After 6 months of trading, should the member meet Blackfern's criteria, they will be invited to participate as a shareholder. This application to trade is accompanied by a Disclosure Statement which can also be viewed in the "about us" Tab "of www.blackfern.coop In addition a Blackfern Constitution is also available.

Warning Statement Under the [Financial Markets Conduct Act 2013](#), co-operative companies and industrial and provident societies making an offer of co-operative shares have to provide information about themselves and the shares to investors. They also must provide shareholders with ongoing financial information about the shares and the company. In most cases, this information must meet legal requirements under that Act for financial reporting and the auditing of financial statements. This is to help investors make informed decisions.

In this case, these rules do not apply because, there is an exemption where the total amount to be invested by individual investors in co-operative shares of a co-operative company or industrial and provident society is \$5,000.00 or less (including any shares already held). This exemption recognises that, for the shareholders, these **co-operative shares are more like a membership** than an investment.

There is a further exemption on the basis that Blackfern Society Limited annual revenue does not exceed \$5 million on an annual basis. As a result, you may not be given all the information usually required.

Business Entity Details

Trading Name: _____

Applicant's Legal Name (entity): _____

GST Number: _____

Owner(s):

Manager _____ Administrator _____

Physical Trading Address: _____

Trading Postal Address: _____

_____ Post Code: _____

Business Phone Number: _____

Mobile Number: _____

Your website address (if applicable) _____

Email Address to receive **Monthly statements & Data** _____

Email Address to receive **Newsletters / Promotions** _____

Bank Details: For reconciliation and facilitation purposes only, please provide your bank account

details. Please note this section **is not** a direct debit authority.

Bank: _____ Branch: _____

Name of Account: _____

- - -

Bank

Branch

Account Number

Suffix*

*Or please attach a deposit slip

Business Purposes Declaration:

The applicant agrees that the trading credit and facilitation provisions provided by Blackfern Society Limited are intended for business purposes.

Member Application:

The offer of membership conforms within the guidelines of the Blackfern Society Limited constitution.

Blackfern Society Limited is a Cooperative Company (reference: www.blackfern.coop).

Before applying for membership with Blackfern Society Limited, the applicant should familiarise themselves with Blackfern Society Limited terms and conditions within this document.

Authorised Entity Representative: The first named person listed on page seven (7) of this application is deemed as the nominated authorised entity representative. This said person votes and conducts decisions for and on behalf of the membership. In addition, this named person is deemed as the contact person in all matters of membership and account management, unless otherwise stipulated by written consent of the member.

- 1: The applicant acknowledges and agrees to be bound by the Blackfern Society Limited Terms and Conditions and amendments as they arise from time to time.
- 2: Blackfern Society Limited reserves the right to amend the Terms and Conditions of membership at any time as required necessary and agreed by the Board of Directors
- 3: The applicant agrees that personal information collected by Blackfern Society Limited and subsequent collected information may be used for collection purposes and in accordance with Blackfern Society Limited privacy policy. (See page six (6) of this document).

Applicant's Declaration: Application to trade as an "Authorised Purchaser and/or Supplier "

Terms, Conditions and Obligations of the Member.

Definition: **Member** is the Authorised Purchaser.

- 1: Applies to trade as an authorised purchaser of Blackfern Society Limited.
- 2: In the instances where the Member is also a Supplier, the applicant agrees to be bound by these terms and conditions of membership, including the option of facilitating provisions as a supplier where applicable. Unless stated otherwise, Supplier facilitation fees payment obligations are bound within these member terms and conditions as a purchaser. Fee agreed prior to appointment as a supplier stipulated on the supplier remittance report. Supplier facilitation fee is due one working day post supplier payment.
- 3: The applicant confirms that they have read the terms and conditions of membership.
- 4: The applicant agrees to be bound by the terms and conditions of the Blackfern Society Limited's reward and surplus distribution / disbursements program as prescribed by the Board of Directors. It will be annually ratified by the membership quorum and may be amended from time to time at the discretion of the Board of Directors.
- 5: The applicant agrees to Blackfern Society Limited receiving income derived from Blackfern's facilitation processes i.e. charges to suppliers and/or contributions as seen fit within the parameters of the strategic and marketing plans.
- 6: Applicant agrees Blackfern Society Limited may act on the instructions of the listed authorised entity representative appointed by the applicant in this application.

- 7: Late payment of an account. Goods and services remain the property of Blackfern Society Limited until debt has been paid in full including late payment penalties on purchases. Blackfern reserves the right to reverse the allocation of any reward points, either for the current month of trading and / or accumulated points, including access to historical reward points earned to satisfy non-payment of monies owed including late payment fees. In addition, Blackfern reserves the right to “freeze” the member’s reward points until the debt is satisfied.
- 8: Personal Property Securities Act 1999 (PPSR): Applicant agrees that Blackfern is entitled to register a financial interest on any member’s goods, (private or business) to exceed and/or cover the value of the outstanding debt, including penalties and collection cost until these have been satisfied. The member will be informed when such a PPSR has been registered and / or released. The costs of registration/release will be passed onto the debtor.
- 9: Behaviour: The applicant will, from time to time, receive commercially sensitive information. The member agrees, always, to adhere to the **Blackfern Society Limited Privacy Policy** (Refer page six (6) of this document). The member will act in accordance with the spirit of good faith of Cooperative business practices. Blackfern reserves the right, at any time, to review any breaches of behaviour that may jeopardise the integrity of Blackfern brand and its commercial health. Blackfern may act accordingly e.g. this may include termination of the membership/supplier.
- 10: The applicant agrees and authorises that the personal information collected by Blackfern Society Limited may be used to predetermine credit eligibility. Blackfern maintains the right to review a member’s credit worthiness from time to time. This information may be used in the recovery of unpaid monies outstanding.
- 11: Applicant agrees and authorises Blackfern Society Limited permission to provide suppliers email/postal information collected by Blackfern Society Limited for marketing purposes. In all cases, the unsolicited electronic messages Act 2007 applies whereby a member may “opt out” of receiving any marketing material from suppliers.
- 12: The member is required to participate in a direct debit payment facility. A statement will be provided, to the member, highlighting the funds to be debited. Member has until of the 18th of the following month to advise Blackfern Society Limited of any amendments to the previous month’s transactions.

Terms, Conditions and Obligations of the Supplier Provision.

- 1: Definition of a **“Supplier”**. This application provides an option for all member to trade goods and services to other members, as an authorised supplier of Blackfern Society Limited. All transactions will need to be facilitated via Blackfern Society Limited online facilitation services and provisions portal.
- 2: The Supplier is required to submit data to Blackfern Society Limited on a weekly basis and no later than the close of business on the second (2nd) working day of the following month of the dated transactions.
- 3: The supplier must validate the credit position of any member prior to loading a transaction as per our website updates upon the day of the transaction. Notification broadcasts (via email) will be provided as a guide only. Stop credits will be broadcasted immediately upon a stop credit been issued.
- 4: The supplier may only submit data created from information collated from an invoice or credit note. The invoice or credit note is to be supplied to the member upon receiving the goods and services.
- 5: The Supplier agrees to provide, at any time, should they be required/requested from Blackfern Society Limited, a copy of the invoice or credit note.
- 6: Disputes between member and supplier. Blackfern Society Limited will endeavour, in good faith, in all cases to assist to resolve disputes between conflicting parties. Should these issues not be resolved within 30 days of a lodged dispute, Blackfern Society Limited reserves the unfettered right to reverse the transaction from the supplier.
- 7: The Supplier reserves the right to operate within the guidelines of their own suppliers Terms of Trade e.g.: returns policy, restocking fee and reasonable freight costs. As these terms of Trade may change from time to time, Blackfern Society Limited requires 30-day notification prior of any implementation or amendments to the supplier’s Terms of Trade.

- 8: The Suppliers terms of trade should always operate in accordance with good faith and comply with the Fair Trading Act 1986. Where the member is the retail consumer of the goods/services provided by the supplier, the supplier must operate within the parameters of good faith (Consumer Guarantees Act 1993).
- 9: Contra agreement. Should a Supplier/Member fail to meet their obligations as a purchaser, Blackfern Society Limited reserves the right to fund outstanding payments, including penalties, in the form of a contra against monies own as a supplier against the defaulting member purchasing account. In all cases this will be communicated to the defaulting member 24 hours prior to amendment both verbally and in email form.
- 10: Force Majeure. In the event of major natural disasters such as Flood, Fire, Earthquake, War or Power outage, Blackfern Society Limited reserve the right to facilitate payment of services within a prompt and timely manner.
- 11: The Supplier/Member agrees, when exercising supplier facility to a member, that the member will **not be disadvantaged** in product, price or service. That supply of all Goods and Services will always be provided in the spirit of cooperation and fair trading. That pricing will be either the same or better than direct purchase.
- 12: Unsolicited Electronic Messages Act 2007. Supplier acknowledges that Blackfern is the **permission holder** of the members' information details e.g. email, postal, delivery addresses mobile numbers. As such, the supplier will exercise observance of this Act when using Member contact details within the framework set out as a supplier to Blackfern Society Limited.
- 13: Supplier payment schedule. Blackfern Society Limited will facilitate all monies owed by Blackfern Society Limited to the "Supplier" in accordance with business conducted within Blackfern Society Limited operating guidelines. Payment will be deposited on the 29th of the month following the provision of goods and services delivered and invoiced by the "Supplier" and accepted by the member in the previous month trading. This payment will be facilitated in the form of direct credit. Payment via contra reduced from the total sum or by means of an agreed debit / credit facility.
- a) Should the payment scheduled date of the 29th of the following month fall either on a weekend or public holiday, the said payment will be moved to the closest business working day.
 - b) Blackfern Society Limited will honour all member payments in relation to the member's credit status up to an issue of change of the members' credit status (e.g., a stop credit) issued and advised on the website by Blackfern Society Limited and/or the said member has been adjudged in liquidation on a given issue date.
 - c) The "Supplier" of the goods and services holds responsibility to check the members' credit status via Blackfern's website www.blackfern.coop prior, and during, submitting of data. The Supplier agrees that all goods and services be delivered to the members listed trading address as stipulated by the Blackfern website listed trading address. Blackfern recommends that facilitation data is provided in a frequent and timely manner as outlined in clause five (5) of this said supplier section.
 - d) Blackfern does not underwrite the risk on Consignment stock held agreements between Suppliers and Members.

Application for Membership:

Application as a trading member. Membership is by invitation and offered within the rules and guidelines outlined within the Blackfern Constitution. A trading member will trade for no less than six months meeting their payment obligations. After such time The board of Blackfern may offer a "gifted" share in Blackfern Society Limited. The share allows for one vote from the nominated member as the Corporate Representative. This "share" also entitles the member to any potential surpluses that the Cooperative may enjoy in the future as agreed by the Board of Directors. These disbursements may be in the form of trade rebates and/or reward points distribution or by other means determined by the Board of Blackfern Society Limited. For further information please refer the Blackfern Society Constitution.

Membership Fee Acknowledgement

A one-off application fee of \$50 plus GST will be charged with this application. This fee is a subscription purchase.

The \$50 fee is non-refundable upon termination of membership.

☐

Please charge my account a one-off subscription of **\$50 plus GST**

Conversion of current trading accounts

The Member agrees to facilitate all supplier transactions through Blackfern Society Limited effective upon acceptance of this account.

☐

Comments/Notes _____

☐

Tyre fitting gear (**tick** if you have in place, **cross** if you don't)

Terms and Conditions

Indemnity

The applicant agrees to indemnify Blackfern Society Limited against any loss, damage, action, demand, expense, claim, or obligation which it has or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the non-payment of monies owing to Blackfern Society Limited by the applicant or non-observance by the Applicant of the obligations and liabilities under this Entity Authorised agreement or on any other basis.

Privacy Act 1993 and Blackfern Society Limited Privacy Policy

Any personal or business information collected within this application will be used, stored for the express purpose of:

- Delivery of goods and services to the member.
- Marketing of goods and services to the member
- Conducting and determining risk assessment through A: Credit references B: Credit reporting agencies.
- Communicating Credit account status to member/suppliers when a member is placed on: Stop Credit.
- Direct communication with authorised entity representative by a Blackfern Employee and/or Board Member.
- A member may at any time have access to this and further information held within this application through website request www.blackfern.coop the members' email address will be verified and confirmed verbally prior to the copy of the document presented.
- Blackfern Society Limited reserves the right at any time to request an update of information from a member on the information contained within this document, notwithstanding a review of creditworthiness of the member.
- Blackfern Society Limited may from time to time require additional information to comply with changing commercial legislation and Law and/or in relation to future services offered e.g. Updating of share registry.
- Termination of this agreement. Once membership is terminated, Blackfern will remove all accumulated information from member/supplier view with the exception of notification of termination (credit status) of membership.
- Blackfern Society Limited will always respect personal and commercially sensitive material contained both in this document and information accumulated as a result of its normal everyday business operation.
- Termination. Upon termination a member and/or supplier must cease using Blackfern information including lists, communication material and intellectual property

Dispute process Member dispute. The **Member should contact** Blackfern Society Limited in the first instance: admin@blackfern.coop or roger@blackfern.coop or phone 027 2522 533 or 06 306 8446. Please note that adherence to Blackfern Privacy policy applies.

Promise to Pay

Applicant agrees to trade within the set parameters as listed within this document to pay for all their transactions facilitated through the Blackfern through normal trading practices, including supplier purchase cards issued through Blackfern Society Limited e.g. Blackfern / Bunnings Powerpass card and others issued.

Member purchaser payment: Payment is due on the 23rd day of the following month of trading. Any credits or manual transaction amendments must be notified to Blackfern in writing by the entity authorised representative on or prior to the 18th day of the following month of trading.

Should the 18th or the 23rd day of the following month of trading fall on a weekend or public holiday, these said due date deadlines may be adjusted to the nearest working day.

Late payment post close of business on the 23rd day of the following month will incur a penalty of eight percent (8%) on the gross statement value monies outstanding. This penalty will automatically be adjusted onto the statement and only reversed at the discretion of the Board of Directors. Blackfern Society Limited reserves the right to review membership should these conditions be breached. Blackfern reward points earn during this period maybe removed at Management discretion.

Recoverable costs of collection: The Applicant agrees to accept and commit to all the total outstanding amounts owed including fines, penalties, legal cost and all/any administrative costs as a result of the recovery of any outstanding debt.

Guarantee: I/we the undersigned company director(s) / Partner(s) / Proprietors(s), their executors, administrators, transferees or successors, of _____ in acceptance of Blackfern Society Limited granting credit and providing goods HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEE to Blackfern Society Limited the payment of all debts including collection cost, up to 30% on the gross outstanding plus legal fees, penalties and disbursements AND IT IS AGREED that this personal guarantee is irrevocable and shall be a continuing personal guarantee. I/We further state That I/We are fully aware of the terms and conditions, risks under which the account, if approved is issued and personally guarantee the account shall be operated in accordance with these terms and conditions.

Applicant's Declaration: I have familiarised myself with my responsibilities listed within this document.

Director (1)

Name:(Print) _____

Home Address: _____

Email: _____

Driver's licence: _____ Version #: _____ DOB: _____

SIGNATURE: _____

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Continued from page 7

Director (2)

Name:(Print) _____

Home Address: _____

Email: _____

Driver's licence: _____ Version # _____ DOB: _____

SIGNATURE: _____

WITNESS of above directors signatures HERE :

Witness Name (Print): _____

Witness Address: _____

Witness Sign Here: _____ **Date:** _____

Direct Debit Authority

<div style="border: 1px solid black; padding: 2px;">Name of my account to be debited (acceptor)</div> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div> <div style="border: 1px solid black; padding: 2px;">Name of my bank:</div> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="text-align: center;"><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="margin-top: 5px;">Bank</div></div><div style="text-align: center;"><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="margin-top: 5px;">Branch</div></div><div style="text-align: center;"><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="margin-top: 5px;">Account</div></div><div style="text-align: center;"><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="border: 1px solid black; padding: 2px 5px;">0</div><div style="margin-top: 5px;">Suffix</div></div></div>	<div style="border: 1px solid black; padding: 5px; text-align: center;"><div style="border: 1px solid black; padding: 2px; margin: 0 auto; width: 80%;">Initiator's Authorisation Code</div><div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%; font-weight: bold;">0130671</div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"><div style="border-top: 1px solid black; margin-bottom: 5px;">Approved</div><div style="display: flex; justify-content: space-around;"><div style="border-right: 1px solid black; padding-right: 10px; font-weight: bold;">3067</div><div style="padding-left: 10px; font-weight: bold;">08/20</div></div></div>
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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 **Blackfern Society Ltd** 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:

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 2 business 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.