



# TERMS AND CONDITIONS

ALL APPLICANTS MUST SIGN THIS APPLICATION BELOW

I/We hereby subscribe for 2x 1000 nominal value shares in the share capital of Canterbury Education Society Limited and agree to pay my/our subscription:

(Tick one)

- Method 1:** Please charge \$2,000 to my/our first CES account being payment of 2000 shares
- Method 2:** Please charge \$1,000 to my/our first CES account on application, with the balance of \$1,000 being paid one year after the initial date of allotment

In applying to become a shareholder of the Society and subscribing for the participatory securities described in the Society's Investment Statement dated June 2010. I/We hereby undertake:

- To abide by the rules of the Society
- To make my/our payment promptly by direct debit on or before the 20<sup>th</sup> of each month for purchases made or debts incurred during the previous month by me/us in the name of the Society or by the Society on my behalf. I/We understand that should I/We default in any such payment by the due date; I/We forego all rights to any price rebates which I/We might otherwise be entitled.
- I/We understand that should any monies be owing by me/us to the Society (whether by the way of subscriptions for shares or otherwise). The directors may deduct such monies owed by me/us from any monies payable by the Society to me/us.
- To abide by the terms and conditions of use of CES credit cards including that interest may be charged on any outstanding balance on my/our account not received by the Society on or before the 20<sup>th</sup> of the month following purchase and that I/We will be liable as principal cardholder(s) for all debts incurred through the use of additional cards issued in my/our name(s) or trading name(s).
- I/We are not less than 18 years of age and have read and understood this application. I/We confirm that the information supplied by me/us is true and complete and may be relied on by you in considering this application. I/We authorize you to obtain credit reports about me/us and make any other inquiries you think appropriate so you can confirm the information is true and correct and to decide whether to accept this application. I/We will tell you if any of the information changes or is no longer true and complete. I/We authorize you to obtain and exchange financial and other information about me/us as part of your shareholder monitoring procedures and in deciding whether to continue to make the CES credit card and/or other discretionary shareholder benefits available to me/us. I/We authorise any person to complete and furnish any information in response to your credit or other inquiries.
- I/We acknowledge receipt of the Canterbury Education Services Society Limited Investment Statement dated June 2010.
- I/We authorise CES to disclose personal information appearing on the CES membership list which includes my name and CES membership number to CES's suppliers.
- I/We authorise CES to email me/us information and offers from CES and its suppliers.

Signature of Applicant (1) × \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Applicant/Director/Authorised Signatory)

Signature of Applicant (2) × \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Applicant/Director/Authorised Signatory)

## GUARANTEE FOR COMPANY/ TRUST APPLICANT

TO BE COMPLETED BY APPLICANT(S) WHEN APPLYING AS A LIMITED LIABILITY COMPANY/TRUST

### GUARANTEE

By signing this guarantee and indemnity you become personally liable for all amounts which are payable to the Society by the Shareholder. You should seek legal advice before signing.

In consideration of the Society, at my/our request, accepting the applicant as a shareholder of the Society and, as the case may be, issuing a CES card to the Shareholder, I/We personally, jointly and severally, unconditionally and irrevocably:

- Guarantee the due and punctual observance and performance by the Shareholder of all its financial and other obligations to the Society.
- Agree that, without limiting clause 1 in any way, this Guarantee:
  - is a continuing guarantee and applies in respect of all present and future financial and other obligations of the Shareholder to the Society, however they arise, including, without limitation:
    - payment by the Shareholder for goods and services supplied to, for or at the request of the Shareholder;
    - payment by the Shareholder for purchases made or debts incurred by the Shareholder in the name of the Society or by the Society on behalf of the Shareholder; and
    - compliance by the Shareholder with the financial and other obligations of the Terms and Conditions of the CES card issued to the Shareholder.
  - applies even where there is a change in the Rules of the Society, the Terms and Conditions of the CES Card, and/or any other arrangements between the Society and the Shareholder.
- Agree that my/our guarantee and indemnity binds my/our personal representatives and will continue to be binding and at all times enforceable by the Society even if the Shareholder dies, becomes insolvent or is placed in liquidation.
- Covenant with the Society that:
  - no release, delay or other indulgence given by the Society to the Shareholder of any other thing whereby I/We would have been released had I/We been merely a surety shall abrogate, release, prejudice or affect the liability of me/us as a guarantor or as an indemnifier;
  - as between me/us and the Society, I/We may for all purposes be treated as the Shareholder, and the Society shall be under no obligation to take proceedings against the Shareholder before taking proceedings against me/us.
  - I/We will not prove in any bankruptcy or liquidation of the Shareholder in competition with the Society; and
  - any concession, grant of time, waiver or otherwise shall not release me/us from liability.
- Indemnify the Society against any loss or liability (including cost) which the Society may suffer or incur as a result of the Shareholder failing to duly and punctually observe and perform all its financial and other obligations to the Society, regardless of whether the Shareholder's liability is or has become void or unenforceable for any reason and regardless of whether the above guarantee shall be void or unenforceable against me/us, or any of us, for any reason.
- I/We authorise the society to obtain credit reports about me/us and make any other inquiries it thinks appropriate so it can confirm information provided is true and complete, decide whether to accept the application, decide whether to continue to make the CES Card/goods and services and other discretionary benefits available to the Shareholder. I/We authorise any person to complete and furnish any information in response to your credit or other inquiries.

Signature of Guarantor(s) × \_\_\_\_\_ Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Guarantor(s) × \_\_\_\_\_ Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only

Approved by \_\_\_\_\_ Date: \_\_\_\_\_ Approved by \_\_\_\_\_ Date: \_\_\_\_\_