



☎ 0800 778 6657

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✉ [sales@qualitytools.co.nz](mailto:sales@qualitytools.co.nz)

📍 Palmerston North

( **Quality Tools NZ Ltd** and/or any of its related companies (as defined in the Companies Act 1993)  
from time to time, referred to in this credit account application form as "The Company")

## CREDIT ACCOUNT APPLICATION

Please take the time to complete our credit account application form carefully. This is an important document as it is a legal agreement. If you wish, you should obtain your own legal advice before completing this form.

**Once completed please retain a Copy, and email a Copy to: [sales@qualitytools.co.nz](mailto:sales@qualitytools.co.nz)**

**Please tick to indicate your reasons for completing the credit account application form:**

☐ Update Existing Account ☐ Open new Account ☐ Change of Name ☐ Change of Legal Entity e.g. Sole Trader to Ltd Co

**Please tick to indicate the legal entity of your business and complete the sections as requested:**

☐ Sole Trader Complete Sections 1,2,5,7 ☐ Partnership Complete Sections 1,4,5,7 ☐ Company Complete Sections 1,3,5,6,7 ☐ Other Complete Sections 1,4,5,7 \_\_\_\_\_ (Please state)

### SECTION 1 • Applicant/Customer Details

Applicant/Customer Name: \_\_\_\_\_  
(Full Name of the legal entity applying for the credit account to be opened and responsible for the operation of the account and payment of money owed)

Trading Name (if any): \_\_\_\_\_ Time in business (years): \_\_\_\_\_  
(Only complete this box if you trade using a name which is not your own name or your company's name)

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Email: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Tel No: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Contact: \_\_\_\_\_ Tel No: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_

How much credit per month are you requesting? \$ \_\_\_\_\_ *Estimate your monthly purchases. Please note section 7.7*

**SECTION 2 • Individual/Sole Trader/Guarantor**Name: Home Address:  Date of Birth: **SECTION 3 • Company****Please tick to indicate a limited liability company** ☐Company No:  Date of Registration: 

Name and address of Current Directors and Shareholders:

Name:  Home Address:  Date of Birth: **SECTION 4 • Partnership/Other Applicant**Date Partnership/Other Applicant commenced:  Type of Business: 

Name &amp; Address of Partners/Proprietors or Others:

Name:  Home Address:  Shares in Partnership:  Date of Birth: **SECTION 5 • Nearest Relative not living with you**Name: Home Address:  Date of Birth: **SECTION 6 • Credit References**Please supply details of businesses with whom you operate or have operated a major trading account. **Please ensure the following suppliers agree to give Credit References:**Name of Supplier:  Account No:  Phone No:  Business Type & Trading History:  Years Years Years**Do not include Financial Institutions, Credit Card Companies, Phone Companies or Utility Companies (i.e. power, gas).****SECTION 7 • Application, Declaration and Authorisation**

- 1 I acknowledge that I have received a copy of and have read the terms of trade attached to this application form. I acknowledge and agree that these are the terms of the contract between the Company and the Applicant and all goods and services will be supplied by the Company on the Terms of Trade, or on such amended or substituted terms the Company may notify to the Applicant in writing from time to time. I sign below as a duly authorised person or officer.
- 2 I warrant that I have authority to sign the credit application form and to make this declaration. Where the Applicant is a company or other corporate entity, I have its authority to enter into a binding contract with the Company and sign below as a duly authorised person or officer.
- 3 I authorise the Company to obtain from any credit reporting agency information concerning the credit history of the Applicant and/or any director or officer of the Applicant from time to time.
- 4 I authorise the Company to disclose credit-related information to any credit reporting agency for its database concerning the Applicant and any guarantor. That would include information about any default should that occur.
- 5 I irrevocably authorise any credit reporting agency to disclose to the Company and its agents any information requested about the Applicant or any person named in this application (including any guarantor), including their credit history and related information of the relevant person.
- 6 I authorise the Company to send promotional material or information about its products and services to the Applicant by email, to any email address provided on this form.
- 7 The Applicant remains liable to pay the full amount owing on its account, even if that amount exceeds any approved credit limit.
- 8 I declare that the information provided in this application form is correct in every respect. I apply on behalf of the Applicant to open the account on the terms outlined in this form and the attached Terms of Trade.

Signed for and on behalf of the Applicant

Printed Name  Signature  Date 

Please note we carefully monitor all new accounts for compliance with our credit terms. Overdue accounts may be placed on automatic stop supply. Remember, you are responsible to pay for everything you purchase. The best method to avoid problems is to communicate with our credit collection staff.

**SECTION 8 • Applicants (Companies) must provide Guarantors acceptable to the Company****Any applicant (if requested to do so) must provide guarantors acceptable to the Company**

In consideration of The Company, granting a credit account and supplying and continuing to supply goods to the Applicant/Customer,

I/We \_\_\_\_\_

(each a "Guarantor") jointly and severally.

1. **Guarantee** the due and punctual payment to you by the Applicant, in the manner and at time agreed between the Company and the Applicant, or in the event that no times shall have been agreed upon demand, of all moneys which are presently owing or which may in the future become owing to the Company by the Applicant, in respect of goods supplied by the Company to the Applicant, or which may otherwise become payable by the Applicant to the Company.
2. **Acknowledge**
  - 2.1 The Company may at any time in its discretion and without giving notice refuse further credit to the Applicant.
  - 2.2 My/our agreement to be bound under this Guarantee is as principal debtor(s) so that my/our liability under this Guarantee shall not be released by any delay or other indulgence or concession which the Company may grant to the Applicant or any compromise which the Company may reach or variation the Company may agree with the Applicant or with me or with any of us, or by any other act, matter, circumstance or law whereby I/we would but for the provision of this clause have been released from my/our liability under the Guarantee;
  - 2.3 I/we will not in any way compete with the Company in the event of bankruptcy or liquidation of the Applicant;
  - 2.4 This guarantee is in addition to, and not in substitution for, any other security or rights which the Company may presently have or may subsequently acquire and this Guarantee may be enforced against each of us without recourse to any such securities or rights and without making demand or taking proceedings against the Applicant or the other of us;
  - 2.5 This Guarantee shall bind our respective personal representatives.
  - 2.6 The Guarantor grants a mortgage in favour of the Company over any property owned by the Guarantor (including but not limited to the property located at the address given on this form) (the "Property"), as security for the obligations of the Applicant to the Company in connection with this form. The mortgage will be an unregistered (i.e. equitable) mortgage on the current version of the ADLS "all obligations" mortgage form at the date of this form and will support a caveat over the Property. In the event of default under the mortgage, the Company will be entitled to register the mortgage. The priority amount under the mortgage will be [insert amount] plus two years' interest and costs.
3. **Indemnity and Nature of Obligations**
  - 3.1 I/we independently of the guarantee contained in clause 1 indemnify the Company against all damages, claims and losses (including costs) which the Company may suffer or incur as a result of any failure by the Applicant to make due and punctual payments of the any moneys described in clause 1 whether or not the liability of the Applicant is or has become void or unenforceable for any reason and whether or not the foregoing guarantee has become void or unenforceable against me/us or any of us for any reason;
  - 3.2 This Guarantee shall be an unconditional and continuing guarantee and indemnity and shall be irrevocable and shall remain in full force and effect until released by the Company in writing and may be enforced by the Company either jointly or severally against me/us.
  - 3.3 Any letter or notice calling for payment under this Guarantee will be adequately given if delivered to my last business or personal address appearing on the Company's records.
4. **Authorised Disclosure**
  - 4.1 The Company is authorised to disclose to obtain from a credit reporting agency a credit report containing personal credit information about the Applicant or any person named in this application including me/us. I irrevocably authorise any credit reporting agency to disclose to the Company and its agents any information requested about me/us, including my/our credit history and related information.

Signed \_\_\_\_\_ Full Name \_\_\_\_\_

Present Address \_\_\_\_\_

Signed \_\_\_\_\_ Full Name \_\_\_\_\_

Present Address \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_

I acknowledge that I/we may obtain legal advice as to the effect of the above guarantee and indemnity and the potential liability of me/us as guarantor/indemnifier.

I/we confirm that I/we have obtained or elected not to obtain, such advice and have agreed to sign this document of my/our own free will.

**SECTION 8 • Office Use**

Submitted by: ..... Date Submitted: .....

Sales Managers's Interview Notes: .....

Sales Managers's Signature: ..... Director's Signature: .....

Date: ..... Account Code: ..... Payment Terms: .....

Credit Controller's Notes: .....

Credit Controller's Signature: .....

**ACCOUNT NOTES**



# Terms of Trade

## 1 Terms of Contract

- 1.1 Any Goods supplied by us to you are supplied subject to these Terms unless we agree in writing to change them. No other terms and conditions (including, without limitation, any contained in your order or any other documentation supplied by you) apply unless they are specified in the quotation for the Goods provided by us (and accepted by you) or we otherwise agree in writing to their application. Any order placed by you constitutes acceptance of these Terms, despite anything that may be stated to the contrary in your enquiries or your order.
- 1.2 An order submitted by you will be considered an offer to purchase the relevant Goods and will be accepted, and we are obligated to fulfill that order for goods only when we send an order confirmation to you or dispatch the Goods for delivery.

## 2 Price

- 2.1 Our prices are subject to change without notice. The price for Goods will be either as quoted to you in writing (and accepted by you) or, if no written quotation has been provided and accepted by you, our current price for the Goods at the time of delivery.
- 2.2 Despite clause 2.1, unless otherwise agreed in writing, any quoted price may be altered by us before delivery of Goods to you, if our costs fluctuate after the date of quotation. Further, quoted prices only apply to the total quantities and delivery dates specified in the quotation.
- 2.3 We may withdraw a quotation before it is accepted and, in any event, a quotation will lapse, without notice, 30 days after it is given.
- 2.4 Unless otherwise agreed in writing, all prices are exclusive of:
- (a) packaging, freight, and any other additional charges imposed by our suppliers in respect of the goods.
  - (b) delivery charges, and
  - (c) Goods and Services Tax and other government duties, levies or taxes in respect of the goods.
- These will be charged at the rates applying at the time of delivery. Any reference in these Terms to payment for Goods includes any amounts payable under this clause 2.4 in respect of those Goods.

## 3 Payment

- 3.1 Unless we have agreed in writing to extend credit to you, you must pay for Goods in full before delivery.
- 3.2 Where we have agreed to extend credit to you, you must pay for Goods in full, without deduction or set off, by the 20th day of the month following the month in which the Goods have been invoiced.
- 3.3 Despite clause 3.2, where we have agreed extended payment terms with you in writing, you must pay for Goods in full, without deduction or set off, by the due date under those extended payment terms. We may cancel any extended payment terms agreement with you at any time by written notice to you, in which case payment for all goods ordered after the date of such cancellation will be due in accordance with clause 3.2.
- 3.4 Payment may be made by cash, cheque, electronic funds transfer, or any other method agreed between you and us. If we agree to accept payment by credit card, we may charge you a processing fee of up to 3% of the value of the transaction. Your payment is made only when funds have fully cleared through the bank system into our bank account.
- 3.5 If full payment for the Goods is not made by the due date, then without prejudice to any other rights or remedies available to us:
- (a) all amounts owing by you to us (whether or not due for payment) become immediately due and payable;
  - (b) we may cancel or suspend any orders for Goods made by you, wholly or partly, and without liability to you;
  - (c) we may require payment for further Goods in full before delivery;
  - (d) we may charge interest on overdue monies on a daily basis at 5% per annum above the current base lending rate charged by our bankers at that time, and interest shall continue to accrue both before and after judgment; and
  - (e) you will be responsible for and must pay on demand all costs (including, without limitation, debt collection agency costs and legal costs on a solicitor/client basis) incurred by us in recovering overdue monies.
- 3.6 We may accept and apply payments from you in any manner that we determine, and we will not be bound by any conditions or qualifications attaching to the payments.
- 3.7 Where we have agreed to extend credit to you, we may, from time to time, vary your credit limit with us. If a purchase of Goods would exceed your current credit limit, we may require payment in cash of the excess before delivery of them.
- 3.8 Despite anything in these Terms or any agreement to the contrary, if we reasonably believe that any information you have given us which relates to your creditworthiness is not correct or no longer correct, or if we reasonably believe that you are likely to be unable to meet your payment or other obligations to us or if you default under any agreement with us, become insolvent or commit any act of bankruptcy, or a receiver, liquidator or statutory manager is appointed over any of your assets, or any undertaking you make or attempt to make as an arrangement or composition with your creditors:
- (a) all amounts owing by you to us (whether or not due for payment) become immediately due and payable; and
  - (b) we may cancel or suspend any orders for Goods made by you, wholly or partly, and without liability to you.

## 4 Ownership

- 4.1 Ownership in the Goods shall not pass to you at the time of delivery but will remain with us until we have received full payment, in cash or cleared funds, of all monies owing by you to us.
- 4.2 Until all such monies have been paid:
- (a) you will keep the Goods in good order and condition and separate from any other goods in your possession, and properly stored, protected and insured, and identified as our property;
  - (b) all sums received from any insurance claim made in respect of loss of or damage to the Goods shall be treated as if they were proceeds of sale and held by you on the same terms as those set out in clause 4.2(d), and you will also hold on trust for us and, if required by us, forthwith assign to us the benefit of any insurance claim made in respect of the Goods;
  - (c) if the Goods are mixed with, or incorporated or processed by you into other Goods, those other goods shall be separately stored and marked so as to be identifiable as being made from or with the Goods;
  - (d) where the Goods are sold to you as inventory for resale, you may resell them in the normal course of your business at full market value, provided that (i) the resale shall be as principal in relation to your sub-buyer but, as between you and us, you will sell as our fiduciary agent and bailee and (ii) you hold the proceeds of the resale on trust for us, and pay them into a separate bank account without mixing them with other monies; and
  - (e) we may, at any time, require you to return the Goods (which have not been resold) to us and, if you fail to do so forthwith, our employees and agents may enter any premises where the Goods might be stored and recover them, and you agree to indemnify us, on demand, against any liability incurred by us in our exercise of this right.

## 5 Risk and Delivery

- 5.1 Delivery of the Goods will take place at the earlier of when:
- (a) you collect the Goods from us at our store;
  - (b) the Goods arrive in our company delivery vehicle at your nominated delivery address (and prior to unloading);
  - or
  - (c) the Goods are received by a third party carrier for delivery to you at your nominated delivery address.
- Where the Goods are delivered to you by our company delivery vehicle or a third-party carrier, we may charge the cost of delivery to you. When you ask us to deliver Goods directly to another person, that person takes possession of the Goods for you as your agent.
- 5.2 Despite clause 5.1, if you are unable or refuse to take delivery of Goods as arranged by us, then the Goods are deemed delivered when we were ready to deliver them.
- 5.3 Any delivery times advised by us to you (in a quotation or by any other means) are provided in good faith but as estimates and not commitments. We will make all commercially reasonable efforts to ensure delivery of Goods is made by any estimated delivery time. However, we shall not be liable to you for any failure to deliver on a specified date or within a specified period, however that failure was caused and a failure by us to deliver on a specified date or within a specified period does not entitle you to cancel the order.
- 5.4 We may choose to deliver an order in instalments. Each instalment will be treated as a separate contract subject to these Terms.
- 5.5 Despite clause 4, risk in respect of the Goods shall pass to you on delivery in accordance with clause 5.1 and 5.2. You are responsible for insurance of the Goods from that time.
- 5.6 Without limiting the previous provisions of this clause 5, all claims regarding delivery of incorrect Goods, shortages or delivery damage must be made to us or (if applicable) the third party carrier (copied to us) within five days after delivery and you must provide a reasonable opportunity for us to take all necessary steps to investigate the claim. Otherwise the Goods are deemed to have been delivered in full in accordance with the order and free from damage. If we are liable to you for delivery of incorrect goods, shortages or delivery damage, our liability is limited (at our option) to either (a) supplying the correct goods, making up the shortage or replacing the damaged Goods or (b) refunding or crediting to you the purchase price of the non-delivered or damaged Goods.

## 6 Returns and Cancellation

- 6.1 Goods may be returned for credit only if we have agreed to such return and only if the Goods are returned at your expense to the store from where they were purchased in original condition and packaging together with a copy of the original packing slip or invoice, within 10 days after delivery. If the Goods were procured especially for you, then it is unlikely we will agree to them being returned. If we do agree to Procured Goods being returned for credit, we may charge you a restocking fee of up to 25% of the price of the Goods.
- 6.2 After we have accepted your order, you may not cancel unless we agree. We will not agree to cancellation where we have already processed materials to fulfil your order. All returns for credit will be received at our discretion.
- 6.3 We may cancel or suspend an order for Goods that has been accepted by us, wholly or partly, and without liability to you if fulfilling the order becomes impractical or uneconomic due to any cause beyond our reasonable control.

## 7 Consumer Guarantees ACT 1993

- 7.1 If the CGA applies, these Terms shall be read subject to your rights under the CGA.
- 7.2 Where you are acquiring or hold yourself out as acquiring the Goods for the purposes of a business (as provided in sections 2 and 43 of the CGA), the CGA shall not apply.
- 7.3 Where you are acquiring the Goods for the purposes of resale, your terms of trade applying to the resale (and, if your customers acquire the Goods for the purposes of resale, their terms of trade and the terms of trade of each other person in your distribution chain) must include a provision having the same effect as clause 7.2. You agree to indemnify us, on demand, against any liability under the CGA as a result of any failure by you, your customers or any other person in your distribution chain to include such a provision.
- 7.4 We do not undertake that repair facilities and parts will be available for the Goods and, accordingly, section 12 of the CGA shall not apply.

## 8 Warranties and Liability

- 8.1 You acknowledge that you have used your own skill and judgment in selecting and purchasing the goods and that you are responsible for ensuring that the Goods purchased are fit and suitable for the purpose for which they are required and we have no liability if they are not.
- 8.2 Where goods are subject to a manufacturer's guarantee or warranty, we will, where we are able to do so, pass on the benefit of that guarantee or warranty to you, without our being directly liable to you.
- 8.3 We warrant that we will, at our option, replace, repair or refund or credit to you the purchase price of Stock Coded Goods supplied to you that are accepted to be defective due to faulty design, materials or workmanship. But this warranty will not apply:
- (a) unless you notify us in writing of the defect in sufficient detail for the Goods and the defect to be clearly identified as soon as practicable after the defect is discovered;
  - (b) unless your claim under clause 8.3 is made within 12 months of delivery of the relevant Goods;
  - (c) unless we are given the opportunity to inspect the Goods as soon as practical after the defect is discovered;
  - (d) unless, if requested to do so by us, you return the goods to us at the store from where they were purchased at your expense;
  - (e) where the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow applicable instructions, installation, misuse, improper operation or maintenance, an accident or any alteration or repair of the goods not authorised by us.
- 8.4 To the fullest extent permitted by law:
- (a) our obligations and liability under these Terms are in substitution for, and to the exclusion of, all other warranties, representations, conditions or obligations imposed or implied by law, statute, trade, custom or otherwise in relation to the goods;
  - (b) all warranties (other than the warranty contained in clause 8.3) representations, conditions or obligations whether imposed or implied by law, statute, trade, custom or otherwise are expressly excluded;
  - (c) all liability for any loss of profits, loss of revenue, loss of production, loss of business, or for any indirect, special or consequential loss or damage of any kind is expressly excluded.
  - (d) where you have a claim against us in connection with any defect in or non-compliance of Goods or any other breach of our obligations to you (including, without limitation, any breach of the warranty in clause 8.3) our total liability shall not exceed the price of the goods to which the claim relates;
  - (e) while we will make every effort to ensure the accuracy of any advice, recommendation, information or assistance provided by us in relation to the goods, we do not accept any liability or responsibility in relation to such advice, recommendation, information or assistance; and
  - (f) the exclusions and limitations of liability contained in these Terms apply whether the liability arises by way of indemnity, warranty, breach of contract, tort (including, but not limited to negligence) equity or any other legal principle or doctrine.

## 9 Personal Property Securities ACT 1999

- 9.1 You acknowledge and agree that, by accepting these Terms, you grant us a security interest over the goods and their proceeds (by virtue of the retention of title in clause 4).
- 9.2 You undertake to:
- (a) do all acts and provide us on request all information we reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; and
  - (b) advise us immediately in writing of any proposed change in your name or other details on the Personal Property Securities Register.
- 9.3 You:
- (a) waive your right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest;
  - (b) waive your rights and, with our agreement, contract out of your rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA; and
  - (c) agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and, with our agreement, contract out of such sections.
- 9.4 Unless the context otherwise requires, the terms and expressions used in this clause 9 have the meanings given to them in, or by virtue of, the PPSA.

## 10 Privacy

- 10.1 You authorise us to collect and hold personal information about you from any source we consider appropriate, to be used for credit, administration, service and marketing purposes. You further authorise us to disclose personal information about you held by us to any other person for these purposes. If you do not allow us to collect and use this information, we may not be able to provide the Goods.
- 10.2 You authorise any person to give us information about you that we may require in response to our credit and other enquiries. You authorise us to provide credit related information about you to any credit reference agency or other person.
- 10.3 Where used in this clause 10, the word "you" includes your directors and shareholders (if you are a company), your partners (if you are a partnership) and your trustees (if you are a trust).
- 10.4 You understand that if you are a natural person you have a right of access to, and may request correction of, personal information held by us about you under the Privacy Act 1993.

## 11 Intellectual Property

- 11.1 Neither we nor our suppliers transfer to you any right, title or interest in any copyright, trademarks, patents or other intellectual property rights in or relating to the Goods.

## 12 General Terms

- 12.1 Errors or Omissions: Clerical errors or omissions, whether in computation or otherwise, in any quotation, acknowledgment or invoice may be corrected by us.
- 12.2 Compliance with regulations: You are responsible for compliance with all applicable laws, regulations and standards in connection with the installation or operation of the Goods.
- 12.3 Orders and Credit: We may at any time decline to accept any order placed by you (in whole or in part), change your credit limit, place your credit account on hold or stop (or otherwise refuse to provide you with further credit) or close your credit account.
- 12.4 No set off: You may not withhold payment or make any deductions from or set off any amount against any amounts owing to us without our prior written consent.
- 12.5 Force Majeure: We will not be liable for any failure to comply with these Terms where such failure has been caused directly or indirectly by an event or circumstance that is beyond our reasonable control.
- 12.6 Amendments: We may amend these Terms from time to time by notice to you in writing. The amended Terms will apply in respect of all orders made by you after the date of such notice. Publication of the amended Terms on our website(www.qualitytools.co.nz)will be considered to be notice to you in writing of the amended Terms.
- 12.7 Waiver: No delay or failure by us to exercise our rights under these Terms operates as a waiver of those rights. A partial exercise of those rights does not prevent their further exercise in the future.
- 12.8 Severability: If any part of these Terms is held to be invalid or unenforceable, the part concerned shall be deleted from the rest of these Terms, which will then continue in force.
- 12.9 Law: These Terms will be interpreted in accordance with and governed by the laws of New Zealand, and the New Zealand Courts will have non-exclusive jurisdiction in respect of all matters between you and us.

## 13 Defined Terms and Interpretation

- 13.1 In these Terms, the following words have the following special meanings:
- "CGA" means the Consumer Guarantees Act 1993;
  - "Goods" means all goods supplied by us to you at any time, and includes any goods described by item or kind on any packing slip or invoice from us;
  - "PPSA" means the Personal Property Securities Act 1999;
  - "Stock Coded Good" means a Good that is stocked by us in the usual course of business and has a stock code in our product catalogue.
  - "Terms" means these terms of trade (as amended from time to time by us);
  - "we", "our", "us" means Quality Tools New Zealand Limited and any of its related companies (as defined in the Companies Act 1993) from time to time ; and
  - "you" and "your" means the person purchasing the Goods from us.
- 13.2 For convenience, these Terms have been grouped under different headings, but the headings do not affect the meaning of these Terms.
- 13.3 In these Terms:
- (a) references to any law include any changes to that law which are in force from time to time; and
  - (b) unless the context requires otherwise, a reference to a person includes a natural person, a company, an authority or any other entity.