

.....2013

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Dear Sir/Madam

APPLICATION FOR CREDIT FACILITIES ANG – UATP ACCOUNT

Please complete the application form and return to us along with the following documents

1. Financial Statements of the Company for last year and the latest Management Accounts.
2. Certificate of Incorporation (IPA) or Certificate of Registration as Foreign Entity.
3. Business Name Certificate (IPA)
4. List of major shareholders with addresses
5. List of Directors with their names and addresses
6. Bank Guarantee Letter Equivalent to the value of **three** months estimated sales or Deposit, Equivalent to **three** months sales.
7. Directors Personal Guarantee for Owner Managed Business if a bank guarantee is not provided.
8. A non-refundable Bank Reference letter fee of K60.00
9. Name of Directors currently serving on your Board, including the names of other companies they are currently serving on and the names of other companies have previously served.
10. A signed letter of authority (template attached) on company letterhead to your banker authorizing Air Niugini to make enquiries about the conduct of your account.
11. List of UATP accounts with other airlines and the account numbers.
12. A list of names, position and the specimen signatures are required on a company letterhead.

Yours faithfully,

.....
Sales and Administration Manager

APPLICATION FOR CREDIT FACILITIES

A. COMPANY INFORMATION

1. Registered Name _____
2. Trading Name (If different from Registered Name) _____
3. Registered Office Location _____
4. Company Registration Number: _____
5. Ownership: Company Ltd Liability –listed Company Ltd Liability –not listed
LNG Project Joint Venture
6. Nature of Business: _____
7. No. of Years in Business Parent Company Subsidiary Division
8. Related Company Information

Are you a subsidiary/division of a parent company? (If yes, name of the company and where parent company is Registered) _____

9. Directors Names
 1. _____ Address _____
 2. _____ Address _____
 3. _____ Address _____
10. Billing Address: _____

11. Contact person responsible to receive billing statements and messages
 - (a) Name _____ (b) Position: _____
 - (c) Phone _____ (d) Fax No.: _____
 - (e) Email: _____

Contact person responsible to issue Purchase Orders, Travel Authority Letters

 - (b) Name _____ (b) Position: _____
 - (c) Phone _____ (d) Fax No.: _____
 - (e) Email: _____

12. Does the applicant have an existing UATP Account with another Airline

Yes () No ()

If Yes, list of airlines and the UATP Account Nos. are attached

13. Cardless Account? Yes () If Yes, go to 13.1 No () If No, go to 13.2

13.1 Reservation Card (No physical card, instead a Travel account is created or can be used when a unique UATP card number and expiry date is provided to Air Niugini upon Booking Reservation or can be used to book online).

i. Name _____ Signature _____

ii. Position: _____

iii. Phone: _____ Fax No.: - _____

iv. Email _____

13.2 Corporate Travel Card/Departmental Travel Card/Personal Travel Card. Physical Travel card can be held at your Organization/Cardholder for Online Booking

i. Name _____ Signature _____

ii. Position: _____

iii. Phone: _____ Fax No.: - _____

iv. Email _____

If more than one card required please attach a list of requested cardholders on a Company letterhead signed by the authorized person and attached to the Application Form.

14. Business with Air Niugini for last two Years:

Current Year (20.....)

Previous year (20.....)

(a) Travel K _____

(b) Cargo K _____

Total K _____

15. Anticipated monthly business with Air Niugini.

(a) Travel K _____

(b) Cargo K _____

Total K _____

16. Anticipated maximum, weekly/fortnightly, monthly credit requirements

(a) Travel K _____

(b) Cargo K _____

Total K _____

B. BANK AND TRADE REFERENCE INFORMATION

Bank Reference

1. Bank Name _____ Branch _____
2. Address _____
3. Account Number _____ Contact Person _____

Trade Reference (Require three references – companies other than own subsidiaries)

Name	Address	Contact Telephone No.

C. FINANCIAL INFORMATION

1. Information from Financial Statements

Date of Financial Statements on which Following Information is Based On:-----

	Current Year (20)	Previous Year (20)
1. Current Assets		
2. Closing Stock		
3. Current Liabilities		
4. Net Sales		
5. Credit Sales		
6. Credit Purchases		
7. Net Profit Before Tax		
8. Net Profit After Tax		
9. Share Capital		
10. Shareholders' Equity		
11. Non-Current Liabilities		
12. Non-Current Asset		

2. Other Information

2.1 Borrowing

Name of Bank/Financial Instituted	Unsecured K	Secured by Current Assets K	Secured by Fixed Assets K

2.2 Collateral Securities held by Other Businesses: (Please provide information)

AIR NIUGINI – UATP SUBSCRIBER’S AGREEMENT – TERMS & CONDITIONS

1. Credit Account General

- 1.1 Air Niugini’s Credit Terms are strictly limited to ----- days from the date of invoice. Payments will be made upon receipt of the billing statement as per the agreed payment terms.
- 1.2 Air Niugini will send a billing statement and tax invoice via email to support payments due. Air Niugini will not provide copies of purchase orders or tickets to the Account Holder. It is the responsibility of each Account Holder to keep their own documents. Requests for any extra documents other than the Tax invoice issued as per billing statements will be subject to additional document fee per copy.
- 1.3 All tickets issued upon processing of duly authorized purchase orders, or online booking procedures will be paid in full on or before the due date, as per the invoices issued, irrespective of the travel status of the ticket.
- 1.4 Whenever a ticket or other document purchased hereunder has not been used, in whole or in part due to circumstances beyond the passenger’s control a refund due in accordance with applicable tariff provisions or conditions of carriage may be made to the Card Holder’s Account two months after the cancellation notice is received by the Air Niugini Sales Office.
- 1.5 Where it is necessary to convert value of any ticket or other services purchased from another currency into PGK an appropriate rate of exchange as applicable in accordance with the Air Transport Industry will be used.
- 1.6 A written notice of queries and disputes must be send to Air Niugini within 60 days upon receipt of the billing statement. The reasons for disputes and the amount disputed be clearly stated in the notice.

2. Payment of UATP Account and Fees

- 2.1 Purchase of Services may be debited to the UATP Account of the Account Holder up to the value of the approved Account Limit. Notwithstanding clause 4 of these Terms and Conditions, Air Niugini may at its sole discretion review and alter the Account limit at any time. Any such alteration will become effective on the date determined by Air Niugini.
- 2.2 Air Niugini reserves the right to retrospectively adjust the amount of charges debited to the UATP Account in the event of incorrect entries whether due to unforeseen error, debited subsequently due to timing differences or otherwise.
- 2.3 The Account Holder agrees to pay to Air Niugini in full not later than on the 7th day of the date after the date of the invoice, all charges debited to the Account Holder’s UATP Account without any deduction or offset whatsoever. Unless otherwise agreed by Air Niugini, all payments must be made by direct credit to Air Niugini’s nominated bank account as notified by Air Niugini on or before the due date for payment.
- 2.4 If Air Niugini does not receive payment of any statement of charges on the due date for payment specified in clause 2.3 above, Air Niugini may at its sole discretion and without prejudice to any other rights or remedies available to it, do any or all the followings:

- i). immediately suspend Account Holder' UATP Account for such duration as we determine at our sole discretion; and/or
- ii) immediately suspend Account Holder's UATP Account and the validity of all UATP cards issued in connection therewith; and/or
- iii) charge a late payment fee on the outstanding balance of any UATP card account as at the due date and monthly thereafter on the outstanding balance remaining until all monies due have been paid in full; and/or
- iv) charge interest on the overdue balance at the rate of twenty percent (20%) per annum, interest will be charged on a daily basis from the due date until all monies, including interest have been paid in full.

In addition, all costs incurred by Air Niugini, including legal costs, administrative time and collection agency fees in recovering or attempting to recover the UATP card account balances due (including any late payment fees and interest) will be payable by the Account Holder. Air Niugini reserves the right to pass details of any account to an outside agency for the purposes of collection of the debt.

- 2.5 Air Niugini shall be entitled to offset any amounts due from the Account Holder against any amounts due to the Account Holder by Air Niugini or any of its related companies. The right to any offset shall apply irrespective of whether the amounts owed by Air Niugini or its related companies (as applicable) are due to the Account Holder under these Terms and Conditions or the terms of any other agreement. This right shall survive the termination of your UATP card account and/or cancellation of any UATP card issued in connection therewith.
- 2.6 All statements will be sent via email to the email address recorded in your UATP card account. Any requests for a paper statement will incur a fee.
- 2.7 A schedule of fees current on the date when these Terms and Conditions were last updated is annexed to these Terms and Conditions. The amount of such fees may be amended from time to time by Air Niugini in accordance with clause 5.1.
- 2.8 Air Niugini reserves the right, at any time, to require the Account Holder to provide a satisfactory payment guarantee upon request.

3. Use of UATP Card Account

- 3.1 UATP cards are acceptable for the purchase of the following services:
 - (i) Travel on Air Niugini and related operators;
 - (ii) Carriage of excess baggage in connection with 3.1 (i) above;
 - (iii) Travel on any other airline who accepts UATP cards as a form of payment (refer to www.uatp.com for a list of airline merchants);
 - (iv) any other services, other than cargo or products Air Niugini may announce from time to time as eligible services.
- 3.2 In addition to these Terms and Conditions, Air Niugini tariffs, Conditions of Carriage and the terms and conditions applicable to the fare type purchased will apply to all travel on flights operated by Air Niugini and the applicable supplier's tariffs and terms and conditions will apply to all other services purchased.
- 3.3 Each UATP Card is valid for use only during the period stated thereon and remains the property of Air Niugini at all times. The Account Holder accepts liability for and hereby

indemnifies Air Niugini for all changes made on presentation of Air Niugini cards issued at the Account Holder's request.

- 3.4 In the event that a card is lost or stolen the Account Holder must notify Air Niugini immediately by calling (675) -3273780,3273779, 3273291,3273872. If giving notice by phone, Account Holder's must confirm the notification in writing within 7 days. Upon receipt of such notice, Air Niugini will cancel the UATP Card and will take steps to prevent the subsequent honoring thereof. Notwithstanding the foregoing, the Account Holder will be liable for all charges made against the UATP Card Account and any losses arising from unauthorized use of the UATP Card Account prior to Air Niugini receiving notification except to the extent that such losses are caused by any fraudulent or negligent conduct on the part of Air Niugini.
- 3.5 Notwithstanding any other provision of these Terms and Conditions, the Account Holder shall remain liable at all times for the performance or non-performance of its employees, agents, servants, contractors or other third parties that it may use from time to time to manage any aspect of the UATP card Account and provide related services including, without limitation, booking Services and/or making payment of any statement of charges on the Account Holder's behalf.
- 3.6 The Account Holder agrees to ensure that each UATP card Holder is made aware of and complies with the Terms and Conditions relating to the use of UATP cards contained herein.
- 3.7 The Account Holder shall take all reasonable precautions to keep all UATP cards safe and secure and to prevent misuse of the UATP card Account. Air Niugini and other parties accepting UATP cards shall not be held responsible to enquire as to whether the holder of a UATP card has the authority to use the UATP card, except where the Account Holder has advised Air Niugini in writing of the loss of the UATP card and such written advice from the Account Holder has been acknowledged in writing by Air Niugini
- 3.8 Where a refund of charges incurred against a UATP card is permitted under the applicable tariffs, conditions of carriage or other terms and conditions applicable to the Services purchased, the refund will only be made to the UATP card Account upon surrender of any tickets or other documents issued for the relevant Services and will be subject to such charges for changes or cancellations as applicable to the Services purchased.
- 3.9 Requests to close a UATP card Account must be made in writing to Air Niugini with the surrender of all UAPT cards. Air Niugini shall terminate the UATP card Account within three (3) Business Days of receipt of such request.
- 3.10 Each UATP Card Account issued by Air Niugini shall be subject to a minimum annual spend requirement of PGK60,000.00. If the total annual spend on services is less than PGK60,000.00 during any consecutive twelve month period, Air Niugini reserves the right to close the UATP Card Account and cancel all UATP Cards issued in connection therewith.

4. Termination

- 4.1 In the event that:
 - (i) the Account Holder or its employees, agents, servants or contractors breaches these Terms and Conditions; or

- (ii) any UATP card Account or UATP card issued in connection therewith is not used in accordance with these Terms and Conditions; or
- (iii) any payment guarantee required by Air Niugini lapses, expires, terminates or is not provided on request for any reason whatsoever; or
- (iv) the Account Holder supplies any incorrect or misleading information to Air Niugini in connection with its UATP card application; or
- (v) becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process, ceases to carry on its business or takes any action for the purposes of preparing for or giving effect to any of the foregoing events;

Air Niugini may, in addition to any other remedies available to it, suspend or terminate the UATP card Account and the validity of UATP cards issued in connection therewith, at any time and without notice.

- 4.2 Notwithstanding clause 4.1, Air Niugini may terminate the UATP card Account and the validity of UATP cards issued in connection therewith at any time, without prior notice and without giving a reason for doing so.
- 4.3 Upon termination of their validity (other than by expiry) all UATP cards shall be returned immediately by the Account Holder to Air Niugini and the Account Holder will be liable for all charges debited to the UATP card Account up to the date of termination in accordance with these Terms and Conditions and the outstanding balance of the UATP card Account shall become immediately due and payable.

5. Amendments

- 5.1 Air Niugini may in its sole discretion alter, amend or vary any or all of the Terms and Conditions herein upon giving thirty (30) day notice of such alterations, amendments or variation to the Account Holder. Notice of any alterations, amendments or variations may be given by such method as Air Niugini chooses including by notice sent to the Account Holder with the billing statement, or by publishing the changes on our website, www.airniugini.com.pg/uatp ("Website"). Without limiting the foregoing, by providing us with an electronic mailing address, you authorize us to send notice of any alterations, amendments, or variations to you using that electronic mailing address. Presentation of a UATP card following the expiry of such a notice will constitute acceptance of the alterations, amendments or variations of the Terms and Conditions specified therein. (Our Website has all the current Terms and Conditions and schedule of fees.)

6. Miscellaneous

- 6.1 Upon notice to the Account Holder, Air Niugini may assign this agreement, or any of its rights or obligations, to a third party without the Account Holder's prior approval. The Account Holder may not assign this Agreement without the prior written approval of Air Niugini.
- 6.2 If part or all of any clause in these Terms and Conditions is illegal, invalid or unenforceable, then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions

and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

- 6.3 No failure, delay, relaxation or forbearance on the part of Air Niugini in exercising any power or right under these Terms and Conditions will operate as a waiver of such power or right nor will any single or partial exercise of any such power or right nor any single failure to do so, preclude any other or future exercise thereof, or the exercise of any other power or right under these Terms and Conditions.
- 6.4 These Terms and Conditions shall be governed by and construed in accordance with the laws of Papua New Guinea. The parties submit to the exclusive jurisdiction of the Papua New Guinea courts in respect of all matters relating to this agreement.

7. Definitions

In these Terms and Conditions:

"Account Holder" "You" and "Your" means the person or organization in whose name a UATP card Account is held for the use of UATP card and includes the Applicant.

"Account Limit" means the maximum value of Services, including all fees and charges which the Account Holder, together with all UATP card Holders, may debit to the UATP card Account in any billing period as advised by Air Niugini.

"Air Niugini", "We" and "Our" means Air Niugini Limited, the issuer of the UATP card.

"Applicant" means the person or organization who makes or on whose behalf is made an application for a UATP card Account for use of a UATP card.

"Business Day" means 8.00 am to 5 pm Monday to Friday in Papua New Guinea but excludes statutory and public holidays;

"Corporate UATP card" means a UATP card issued by Air Niugini in the name of a company or other body corporate including a, joint venture, partnership, limited liability company, incorporated society, Government Departments, Statutory Authorities.

"EMD" means Electronic Miscellaneous Document which can be used for air travel and related services.

"GST" means Goods and Services Tax charged in accordance with the provisions of the Goods and Services Tax Act 2003 together with any amendments or statute passed in substitution.

"Late Payment Fee" means a fee levied against a UATP card Account which is overdue. The late payment fee applying at the date these Terms and Conditions were last updated is shown in the annexed schedule of fees.

"Other Agreement" means any agreement other than that set out in these Terms and Conditions between, on the one hand, the Account Holder and, on the other hand, Air Niugini and/or its Related Companies.

"**Paper Statement Fee**" means a fee charged by Air Niugini for paper account statement requests. The paper account statement fee applying at the date these Terms and Conditions were last updated is shown in the annexed schedule of fees.

"**Paper document fee**" means a fee charged by Air Niugini for paper document requests. The paper documents fee applying at the date these Terms and Conditions were last updated is shown in the annexed schedule of fees.

"**Personal UATP card**" means a UATP card issued by Air Niugini in the name of a natural person who is an employee, director or other officer of the Account Holder at the written request of the Applicant or the Account Holder.

"**Related Company**" means a related company of Air Niugini, as such term is defined in the Companies Act 1997. Related Companies has a corresponding meaning.

"**Services**" means those travel and related services which an Account Holder may purchase on presentation of a valid UATP card as specified in clause 3.1 and amended from time to time by Air Niugini.

"**Terms and Conditions**" means these terms and conditions, between Air Niugini Limited and each UATP card Holder, including all schedules.

"**UATP Account**" means an account against which charges may be debited by presentation of a UATP card and which is required to be paid by the Account Holder pursuant to clause 2.3 hereof.

"**UATP card Holder**" means the person or organisation to whom Air Niugini issues a Corporate or Personal UATP card at the written request of the Applicant or the Account Holder.

"**UATP Card**" means a card issued to a subscriber as part of the programme known as the Universal Air Travel Plan for the purpose of enabling the subscriber to purchase air and/or Rail transportation and related services on a debit, charge or Account basis.

I /we confirm that I/we are authorized to act on behalf of the applicant and certify that the above information is true and correct to the best of my/our knowledge.

The undersigned hereby authorizes Air Niugini Limited to:

1. Obtain a credit report containing company financial and company directors' credit information from Credit Data Bureau Ltd;
2. Utilize the credit report to assist in the assessment of any credit application by the undersigned;
3. Inform Credit Data Bureau Limited of any default in the repayment of the credit provided to the undersigned.

I/we confirm that I/we are authorized to act on behalf of the applicant and certify that the above information is true and correct to the best of my/our knowledge. Air Niugini-UATP account is used solely for Business or Commercial purposes. A duly signed Air Niugini-UATP subscriber's agreement is made.

1. Signature: _____

Name: _____ Position : _____

Date: ____/____/____

2. Signature: _____

Name: _____ Position: _____

Date: ____/____/____

Signed Under Company Seal by (Print Name) _____

Affixing of Seal: _____

Signature: _____

Date: ____/____/____

Witness Name: _____

Signature: _____

ANNEXTURE

Schedule of Fees

Valid as at November 2013

Bank Reference Fee	PGK60	Per letter	
Paper Statement Fee:	PGK100 plus GST		per billing statement
Paper document fee:	PGK20 plus GST		Per document
Late Payment Penalty	PGK110 plus GST		
Ticket Refund Fee	PGK55		
Rebooking Fee	PGK110		
No show fees	PGK165		

Applicant's Address

Date:/...../.....

Banker's Address

Dear Sir/Madam,

Re: Letter of Authority

In consideration of Air Niugini Limited accepting our application for credit facilities and I hereby authorize Air Niugini Limited to make enquiries from you as our banker as it deems necessary for the purposes of granting credit facilities to our business entity.

Yours sincerely,

Applicant's Name: _____

Title: _____

Signature: _____

For Office Use Only

Account No.	
Credit Limit approved	
Date approved	
PX Payment terms	
Credit Officer (Name & Signature)	
UATP Administration (Signature & Name)	
Approved by AR Manager (Signature & Name)	