

## TO BE COMPLETED BY NEW CLIENTS

Please complete all sections and read the Terms and Conditions of Trade.

BUYER'S LEGAL NAME: .....	DATE: .....
BUYER'S TRADE NAME (If different from above): .....	
Company Registration No: .....	Date Established: .....

Sales Phone Number: .....	Sales Contact Name: .....
Mobile (If applicable): .....	Sales Contact Email: .....
BILLING ADDRESS: .....	PHYSICAL ADDRESS: .....
.....	.....
.....	.....
.....	.....

VAT number: .....	
Requested Credit Limit: .....	**** Note: Exceeding your limit can lead to suspension of service, non-delivery ****
Accounts Contact .....	
Position: .....	
Email: .....	
Phone: .....	
<b><u>DETAILS OF PARTNERS (If Partnership) OR DIRECTORS (If Company)</u></b>	
Full Name: .....	Full Name: .....
Email: .....	Email: .....

<b><u>TRADE REFERENCES</u></b>	
Business Name 1: .....	Business Name 2: .....
Address or A/C No: .....	Address or A/C No: .....
Phone: .....	Phone: .....
Email: .....	Email: .....

I certify that the above information is true and correct and that I am authorised to make this application for credit. I irrevocably and unconditionally consent to the use of my personal information as required by the Data Protection Acts 1988-2003, and in particular the disclosure of my information to any credit reporting agency for the purposes of listing a default should I default in payment of any accounts. I have read and understand the TERMS AND CONDITIONS OF TRADE (attached) of the Seller which form part of, and are intended to be read in conjunction with this New Account Application and agree to be bound by these conditions.

<b>Application MUST be signed by: Sole Trader; Active Partners; or if a Company, Active Director.</b>	
SIGNED: .....	SIGNED: .....
Name: .....	Name: .....
Position: .....	Position: .....
Mobile number .....	Mobile number: .....
Date: ____ / ____ / ____	Date: ____ / ____ / ____

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## Terms & Conditions of Trade – Provision of Service

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### 1. Services

1.1 The Services shall be as described on any quotation, order acknowledgement, invoice, or any other forms which are provided by the Seller to the Buyer.

### 2. Application of these Terms and Conditions to Consumers

2.1 Where the Buyer purchases Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

### 3. Supply of Goods and Services Act 1982

3.1 This agreement is subject to the provisions of the Supply of Goods and Services Act 1982 (or any replacement or re-enactment thereof) in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded).

3.2 Notwithstanding clause 3.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions the Supply of Goods and Services Act 1982 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.

### 4. Price and Payment

4.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of the Goods supplied.

4.2 Time for payment shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due fourteen (14) days following the date of the invoice.

4.3 At the Seller's sole discretion, a deposit may be required.

4.4 The Price shall be increased by the amount of any VAT and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

### 5. Delivery of Services

5.1 The Buyer shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery. In the event that the Buyer is unable to take delivery of the Services as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.

5.2 The Buyer agrees to provide any necessary input, feedback, materials, content or a reasonable level of cooperation where delivery of the Services by the Seller depends on the active participation or involvement by the Buyer.

5.3. At the sole discretion of the seller, should the level participation by the Buyer as described in clause 5.2 be unforthcoming the Seller reserves the right to change the Price as compensation for the resultant losses, delay or inconvenience.

5.4 The Seller may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.

### 6. Default and Consequences of Default

6.1 Interest on overdue invoices, whether owed by business or consumers, shall accrue daily from the date when payment becomes due, until the date of payment, at the rate described within The Late Payment of Commercial Debts Regulations 2013, after as well as before any judgment.

6.2 The sliding scale of administration charges described by The Late Payment of Commercial Debts Regulations 2013 will also be applied to all outstanding invoices whether owed by business or consumer buyers.

6.3 If the business or consumer Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.

6.4 In the event that the Buyer's payment is dishonoured for any reason the Buyer shall be liable for any dishonour fees incurred by the Seller.

### 7. Errors and Omissions

7.1 The Buyer shall inspect the Services on delivery and shall within seven (7) days notify the Seller of any alleged defect, error and omission, shortage in quantity, damage, or

failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Services within a reasonable time following delivery if the Buyer believes the Services are defective in any way. If the Buyer shall fail to comply with these provisions the Services shall be presumed to be free from any defect or damage. For defective Services, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Services or rectifying the Services.

### 8. Data Protection Act 1998

8.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to:

(a) collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and

(b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Buyer on publicly accessible credit reporting databases.

8.2 The Seller may also use information about the Buyer to monitor and analyse its business. In this connection the Buyer authorises the Seller to disclose personal information to agents or third parties engaged by the Seller.

8.3 The Buyer consents to the transfer of information outside of the European Economic Area for the purposes listed above.

8.4 Where the Buyer is an individual the authorities under (clause 8.1) are authorities or consents for the purposes of the Data Protection Act 1998.

8.5 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller to include:

(a) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;

(b) that the Buyer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;

(c) information that, in the opinion of the Seller, the Buyer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Buyer's credit obligations);

(d) advice that cheques drawn by the Buyer have been dishonoured more than once;

(e) that credit provided to the Buyer by the Seller has been paid or otherwise discharged.

### 9. Set-Off & Jurisdiction

9.1 The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.

9.2 These terms and conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England and Wales.

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## Terms & Conditions of Trade – Sale of Goods

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### 1. Goods

1.1 The Goods (including any incidental supply of services) shall be as described on any quotation, order acknowledgement, invoice, or any other forms which are provided by the Seller to the Buyer.

### 2. Application of these Terms and Conditions to Consumers

2.1 Where the Buyer purchases Goods as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

### 3. Sale of Goods Act 1979 and Supply of Goods and Services Act 1982

3.1 This agreement is subject to the provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 or any replacement or re-enactment thereof such as the Sale and Supply of Goods to Consumers Regulations 2002 ("SGCR") in all cases except where the Buyer is contracting within the terms of a trade/business which cases are specifically excluded.

3.2 Notwithstanding clause 3.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions the Sale of Goods Act 1979 and the Sale and Supply of Goods to Consumers Regulations 2002 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.

### 4. Price and Payment

4.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of the Goods supplied.

4.2 Time for payment shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due fourteen (14) days following the date of the invoice.

4.3 At the Seller's sole discretion, a deposit may be required.

4.4 The Price shall be increased by the amount of any VAT and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

### 5. Title

5.1 It is the intention of the Seller and agreed by the Buyer that ownership of the Goods shall not pass until:

a) the Buyer has paid all amounts owing for the particular Goods; and

b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer.

5.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.

5.3 It is further agreed that:

a) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Buyer are met; and

b) until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease; and

c) if the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods; and

d) the Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller; and

e) the Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller; and

f) the Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and

### 6. Default and Consequences of Default

6.1 Interest on overdue invoices, whether owed by business or consumers, shall accrue daily from the date when payment becomes due, until the date of payment, at the rate described within The Late Payment of Commercial Debts Regulations 2013, after as well as before any judgment.

6.2 The sliding scale of administration charges described by The Late Payment of Commercial Debts Regulations 2013 will also be applied to all outstanding invoices whether owed by business or consumer buyers.

6.3 If the business or consumer Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.

6.4 In the event that the Buyer's payment is dishonoured for any reason the Buyer shall be liable for any dishonour fees incurred by the Seller.

### 7. Defects

7.1 The Buyer shall inspect the Goods on delivery and shall within five (5) days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following such notification if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods.

7.2 Goods will not be accepted for return other than in accordance with clause 7.1 above.

### 8. Data Protection Act 1998

8.1 The Buyer authorises the Seller to:

(a) collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and

(b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Buyer on publicly accessible credit reporting databases. 8.2 The Seller may also use information about the Buyer to monitor and analyse its business. In this connection the Buyer authorises the Seller to disclose personal information to agents or third parties engaged by the Seller.

8.3 The Buyer consents to the transfer of information outside of the European Economic Area for the purposes listed above.

8.4 Where the Buyer is an individual the authorities under (clause 8.1) are authorities or consents for the purposes of the Data Protection Act 1998.

8.5 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller to include:

(a) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;

(b) that the Buyer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;

(c) information that, in the opinion of the Seller, the Buyer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Buyer's credit obligations);

(d) advice that cheques drawn by the Buyer have been dishonoured more than once;

(e) that credit provided to the Buyer by the Seller has been paid or otherwise discharged.

### 9. Set-Off & Jurisdiction

9.1 The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.

9.2 These terms and conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England and Wales.