

## Application to open a credit account

I/We trade as a: Sole Trader [ ] Partnership [ ] Limited Company [ ] LLP [ ]

Business Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

Town: \_\_\_\_\_

County: \_\_\_\_\_

Post Code: \_\_\_\_\_

Telephone no.: \_\_\_\_\_

Fax no.: \_\_\_\_\_

Mobile Tel no.: \_\_\_\_\_

e-mail: \_\_\_\_\_

Contact name: \_\_\_\_\_

Please give names and home addresses of **all** partners or directors.

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Owner: Yes / No

Yes / No

Years at address: \_\_\_\_\_

Has any director / partner ever been declared bankrupt? Yes / No

For limited companies only

Registered Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Registration No.: \_\_\_\_\_

### Bank Details

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Number: \_\_\_\_\_ Sort Code: \_\_\_\_\_

I/We hereby apply for a Trade Credit Account and agree to pay the account by the last working day of each month following month of delivery in accordance with the Conditions of Sale, and in case of an Applicant being a limited company, in consideration of Towing Wholesale & Distribution Limited agreeing to supply goods to such company I/We the undersigned jointly and severally personally guarantee performance of all the company's financial obligations to Towing Wholesale & Distribution Limited ("Towing") including any financial obligations arising from any increase in credit limit granted by Towing from time to time following the review of the applicant company's account or the credit limit having been exceeded by the company I/We also acknowledge and accept your terms and conditions of sale. This Guarantee can be revoked at any time as to future transactions by written notice to Towing by Recorded Delivery post but the Guarantee can only be considered revoked upon a written acknowledgement signed by an officer of Towing. **Must be signed by Director(s), Partners or Proprietor of the business. (NB. In the case of Partners, the signatures of ALL partners required)**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Print Name in full: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Print Name in full: \_\_\_\_\_

Date: \_\_\_\_\_

# Application to open a credit account

## TRADING TERMS AND CONDITIONS

All goods offered for sale by Towing Wholesale & Distribution Limited. ("the company") are subject to the following terms and conditions:

### Credit Accounts

At the discretion of the company and subject to acceptable credit references a Credit Account may be opened at any branch for use at all the company's trading outlets. All notifications of changes to an account whether as to name, address or use must be made in writing.

### Credit Reference

The company may undertake enquiries of credit reference agencies and other organisations who may also keep a record of that enquiry. The enquiries may concern individuals, partners and the directors and principles of a limited company. The company may monitor and record information relating to the trade performance of its customers and such information may be shared with other organisations such as collection agents and lawyers to enable recovery of sums due. Others may also use such information when assessing further credit applications.

### Payment

Credit Accounts are maintained on the condition that payment is received by the end of the month following the month in which goods are delivered. The company shall be entitled to interest payable on demand, at the rate due under s69 County Court Act 1981 (or any legislation replacing or amending the same) or 15% per annum whichever shall be the higher from time to time whether before or after any judgement on the full balance of an account where any part remains unpaid after the due date for payment.

### Price

Orders are accepted on the condition that goods will be supplied at the company's prices ruling at the date of despatch.

### Delivery

All goods are delivered within the area served by the company. Risk shall pass on delivery.

The company will not be liable: -

- for any delay in the delivery of goods, however arising.
- for short delivery of or damage to goods, whether delivered on the company's own transport or otherwise, unless such loss or damage is notified with full particulars in writing to the company within 3 days.

### Property

The ownership of any goods supplied by the company will not be transferred until all amounts owed to the company no matter on what ground, have been paid and until paid the company may repossess the goods. The company remains entitled to enter premises to take possession of its property when not paid for. The company may disclaim its right of ownership by notification and if goods have not been repossessed within six months, ownership in the goods shall pass. The customer has power to sell or use the company's goods and materials before payment provided that all sums paid to the customer in respect of the same are to be held in trust for the company until all amounts due to the company have been paid.

### Returns

The company reserves the right to refuse to accept the return of any goods correctly supplied to order. Paints produced by colour tinting machines and correctly supplied to order are not returnable.

Because of problems arising from design currency and manufacturing batches, wallcoverings and fabrics correctly supplied to order are not normally returnable.

Used or damaged goods will not be accepted for return. Items which are accepted for return must be supported by the invoice or delivery note number and, if authorised for credit, may be subject to a minimum re-stocking charge of 10%.

### Special Orders

Orders for goods not stocked and specially obtained may be subject to additional charges to cover the extra costs incurred, e.g. supplier's carriage. Special orders cannot be cancelled once the order has been accepted nor can the goods, once supplied, be returned to the company for credit in whole or in part.

### Customer Conditions

Special conditions on customers' order forms will be understood to be binding only when they are not at variance with the company's Trading Terms and Conditions.

### Health & Safety at Work

The company makes available in good faith product information concerning the conditions necessary to ensure that goods supplied will be safe and without risks to health when properly used. This should not be considered of itself to constitute an adequate risk assessment as maybe required under health and safety legislation. If the customer is not already in possession of such information or requires any advice in connection with the safe use of the goods or becomes aware of any risk to health or safety the customer should immediately contact the company.

### Sale of Goods

All goods are believed by the company to be of a quality suitable for the purpose and specification for which they are intended. A defect must be reported to the company immediately it is discovered.

Technical information in response to enquiry is given by the company in good faith. It will be for the customer to satisfy himself as to suitability for his own particular purpose which may depend upon site conditions that are unknown to the company.

The liability of the company will not exceed the value of the goods supplied. Loss of profits and consequential financial and other losses are excluded.

### General

The statutory rights of consumers are unaffected by these trading terms and conditions.

January 2011

**Must be signed by a Director, Partner or Proprietor of the business to acknowledge the Trading Terms and Conditions set out on this page.**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Print Name in full: \_\_\_\_\_

Date: \_\_\_\_\_