

## CREDIT ACCOUNT APPLICATION FORM

<b>Full Name:</b> _____ <b>Trading Name:</b> _____ <b>Address:</b> _____  <b>Town:</b> _____ <b>County:</b> _____ <b>Post Code:</b> _____ <b>Tel:</b> _____ <b>Fax:</b> _____ <b>Email:</b> _____ <b>URL: www.</b> _____	<b>Proprietors Name &amp; Home Address</b> <b>Name:</b> _____ <b>Address:</b> _____  <b>Town:</b> _____ <b>County:</b> _____ <b>Post Code:</b> _____ <b>Home Tel:</b> _____
<b>Co Reg Name:</b> _____ <b>Co Reg No:</b> _____ <b>Vat No:</b> _____ <b>Co Reg Address:</b> _____  <b>Town:</b> _____ <b>County:</b> _____ <b>Post Code:</b> _____	<b>Proprietors Name &amp; Home Address</b> <b>Name:</b> _____ <b>Address:</b> _____  <b>Town:</b> _____ <b>County:</b> _____ <b>Post Code:</b> _____ <b>Home Tel:</b> _____
<b>Nature Of Business:</b> _____ <b>Date Commence Trading:</b> _____ <b>No. Of Employees:</b> _____ <b>Annual Turnover:</b> _____ <b>Estimated Monthly Spend:</b> _____	<b>Trade Reference 1</b> <b>Company:</b> _____ <b>Contact:</b> _____ <b>Tel:</b> _____ <b>Fax:</b> _____ <b>Monthly Credit Limit:</b> _____
<b>Name Of Bank:</b> _____ <b>Address:</b> _____  <b>Town:</b> _____ <b>County:</b> _____ <b>Post Code:</b> _____ <b>Account Name:</b> _____ <b>Account No:</b> _____ <b>Sort Code:</b> _____ <b>Time With Bank:</b> _____	<b>Trade Reference 2</b> <b>Company:</b> _____ <b>Contact:</b> _____ <b>Tel:</b> _____ <b>Fax:</b> _____ <b>Monthly Credit Limit:</b> _____
<b>Purchasing Contact:</b> _____ <b>Accounts Contact:</b> _____ <b>Sales Contact:</b> _____	<b>Delivery Address</b> <b>Address:</b> _____  <b>Town:</b> _____ <b>County:</b> _____ <b>Post Code:</b> _____
<b>Authorised Signature:</b> _____ <b>Authorised Name:</b> _____ <b>Position:</b> _____ <b>Date:</b> _____	<p>THIS FORM IS ONLY TO BE USED BY THOSE WHO WISH TO OPEN A 30 DAY ACCOUNT WITH FLAIR OFFICE SUPPLIES LTD . THIS FORM SHOULD ONLY BE COMPLETED BY SOMEONE WHO IS AUTHORISED TO AGREE TO OUR TERMS AND CONDITIONS OF SUPPLY. BY SIGNING THIS FORM YOU ARE AGREEING TO ABIDE BY OUR STANDARD TERMS AND CONDITIONS.</p>

HOW DID YOU HEAR ABOUT US? ☐ YELLOW PAGES ☐ ADVERTISING ☐ WEB ☐ Mailshot ☐ OTHER ☐ PLEASE SPECIFY

## 1. Definitions

In these terms and conditions:

- "the Buyer" means the company, firm, body or person who buys the Goods.
- "the Contract" means any contract to which these terms and conditions apply.
- "the Goods" means the Goods which are the subject of the Contract.
- "the Seller" means the Company named above.



## 2. Placement of Orders

- 2.1 All verbal orders made by the Buyer must be confirmed in writing to the Seller.
- 2.2 The order deadline for next day delivery is 5:30pm.
- 2.2 Written confirmation of order cancellations must be provided by the Buyer prior to despatch of the Goods and an order cancellation reference number must be obtained from the Supplier's Customer Services Department.
- 2.3 Any orders cancelled after despatch will incur a restocking charge of 20% of the value of the Goods.
- 2.4 All orders under £35.00 NO MINIMUM SUBJECT TO OUR FREE DELIVERY AREA (ex. VAT) will carry a small order surcharge of £6.35 to include carriage. (FREE DELIVERY - Subject to delivery area)

## 3. Prices

- 3.1 All prices are subject to change without notice and should always be confirmed at the time of placing an order.
- 3.2 All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such price plus VAT.
- 3.3 All prices quoted or accepted are exclusive of delivery and insurance, which shall be added to the price unless otherwise agreed in writing.

## 4. Payment

- 4.1 For all credit sales the Buyer shall make payment for the Goods in full without any deduction or right of setoff within 30 days of the date of the Seller's invoice.
- 4.2 The Seller shall not be liable to the Buyer for any loss or damage due to any delay in delivery of the Goods.
- 4.3 Any dishonoured cheques issued to the Seller will incur a minimum charge of £5.00 for each presentation. Cheques are automatically presented by the Seller to the bank 3 times.
- 4.3 If the Buyer fails to make any payment on the due date then, without any other right or remedy available to the Seller, the Seller shall be entitled to: 4.3.1

Suspend any outstanding deliveries;

- 4.3.2 Cancel or suspend the Contract; and

- 4.3.4 Charge the Buyer interest (both before and after any judgement) on the amounts unpaid at the rate of 2% per annum above the National Westminster Bank Plc base rate from the date of the invoice to the date payment is received in full by the Seller.

## 5. Delivery and collection of goods

- 5.1 We will deliver an order within the agreed period but cannot be held liable for any immediate or consequential loss caused by late delivery. Late delivery is not acknowledged as a breach of contract.
- 5.2 Goods will be delivered to the delivery address supplied by the Buyer. The Buyer is considered to have given authority to any person accepting delivery at the afore mentioned address.
- 5.3 It is the Buyer's obligation to provide suitable access and labour to properly facilitate delivery/collection at the address supplied. Failure to do this may cause delay, or non-delivery, or non-collection, which may generate extra charges
- 5.4 Deliveries unless otherwise stated will be made to the first point of contact at the delivery address.
- 5.5 Our charges are exclusives of delivery of delivery/transport charges, packing, insurance and taxes. These will be added as applicable.

## 6. Claims

- 6.1 DELIVERY DISCREPANCIES - Flair Office Supplies Limited must be notified in writing of all delivery discrepancies (FAX 01377 259223) within 24 hours of the receipt of the goods.
- 6.2 DAMAGED GOODS - As 6.1 but also all deliveries received in a damaged condition should be signed for as damaged to enable a valid claim to be made. Damaged goods and packing materials must be kept until the claim has been settled.
- 6.3 SHORT SHIPMENTS - must be notified to Flair Office Supplies Limited in writing within 24 hours of receipt of a delivery.
- 6.4 INVOICE QUERIES - must be notified to Flair Office Supplies Limited within 10 days of the invoice date.

## 7. Title to Goods

- 7.1 Risk in the goods passes to the Buyer:
  - 7.1.1 On delivery in the case of Goods delivered to the Buyer or Goods delivered directly to another location specified by the Buyer; and
  - 7.1.2 At the time of collection in the case of Goods collected from the Supplier's premises.
- 7.2 Title and ownership of the Goods remains vested with the Seller until the Seller has received payment in full for all sums due for the Goods supplied to the Buyer.
- 7.3 Until payment of the purchase price the Buyer shall store the Goods separately to any goods, which belong to the Buyer or any third party, and shall be clearly marked and identifiable as the Sellers property.
- 7.4 If the Buyer fails to make any payment to the Seller when it falls due, a bankruptcy order is issued against the Buyer, the Buyer enters into a voluntary arrangement with its creditors, or being a company enters into a voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or part of its assets or suffers any similar action or if the Seller has reasonable cause to believe that any of those events is likely to occur, the Seller shall have the right without prejudice to any other remedies:
  - 7.4.1 To withhold delivery of any undelivered goods and stop delivery of any goods in transit;
  - 7.4.2 To require the Buyer to part with possession of any Goods owned by the Seller; and
  - 7.4.3 To enter without prior notice any premises where Goods owned by the Seller may be located and repossess any Goods owned by the Seller.

## 8. Returns

- 8.1 The Seller will not accept the return of any Goods from the Buyer without the Seller's prior written consent and all returns will only be accepted with a valid Returns Number issued by the Seller.
- 8.2 GOODS ORDERED IN ERROR - the Supplier's stocked products (which are regular stocked products) may be returned within 30 days of purchase providing that the goods are in re-saleable condition. Any goods unfit for resale will not be credited but will be made available for collection by the sender within 30 days of return. All approved returns will be charged a 20% restocking fee (20% of the value of the Goods)
- 8.3 FAULTY RETURNS - Faulty Goods may require prior authorisation from the manufacturer before the return and credit can be agreed. Faulty Goods are collected free of charge provided they are accompanied by a faulty product evaluation form when requested.

We agree to the terms of sale set out above

Authorised Signature: .....

Name (Please Print): .....

Position: .....

On Behalf of: .....

