

# **APPLICATION TO OPEN A CREDIT ACCOUNT**

GENERAL CUSTOMER INFORMATION						
Name and Business Address		Are you a Limited Company?	Yes No			
		Registered Office Address (Limited Companie (Unlimited Companies)	s) or Private Address			
Post Code						
Tel. Number						
Mob. Number		Company Registration No. (Limited Companies) or VAT Registration No. (Unlimited Companies)				
Email Address		(Chimined Companies)				
How Long Established?	Nature of Business		No. of Employees			
Type of Premises (Home/Shop	/Warehouse/Site Office etc.)	If private Address, Give the Following Details	Owner Occupied			
		Owner of Premises Rented				
If you are part of a group of co	mpanies, a subsidiary or associated with any o	ther company, please give details				
If you already have, or have pr	eviously held, a trading account with any other	branch of ElectroFire Group Ltd. please give de	tails			
How much credit do you requir	e? £ Per Month	Do you require a monthly statement?				
Address from which the accour (if different from Business Address)		Email Address to which Invoices should emailed to				
		Address to which invoices should be posted if	no email address			
Post Code						
Tel. Number		Post Code				
Mob. Number						
Email Address						
Contact Name						
PLEASE GIVE THE NAMES AND ADDRESSES OF TWO TRADE REFERENCES						
Name		Name				
Address		Address				
Post Code		Post Code				

DIRECTOR DETAILS AND AUTHORISATION				
Name and Home Addresses of Directors or Partner (Please state if none. All directors/partners listed m		ess for less than two years,	also provide previous address).	
ull Name	Full Name		Full Name	
ddress	Address		Address	
Post Code Post Code			Post Code	
ate of Birth	Date of Birth		Date of Birth	
ignature	Signature		Signature	
/ WE apply to open a credit account with ElectroF	ire Group Ltd.			
/ WE understand that your credit terms are that p. / WE agree to pay in accordance with these terms have signed this page.			ing the date of invoice and that, if granted credit, usiness detailed on Page 3 of this application and	
ElectroFire Group Ltd. collect and shall use the info			ment including the taking up of a bank reference or	
A credit check with a credit agency, including count is maintained	ID verification, may form p	art of this process and any	ongoing checks undertaken whilst the credit ac-	
The credit reference agency will record any cl	necks made			
Such credit checks may relate to any director	of the company where this	application is made on bel	half of a limited company.	
By signing this form, you acknowledge that, if your to fulfil the business relationship we have made with nvoices, statements, quotes, correspondence and in the future or have had in the past between out or reasons. You may close your account at any time.	h you. To service this we we emails, Company updates	vill contact you to administe and newsletters, information	on we have now on the relationship, will have	
Whilst the relationship is in operation we will retain ensure your contact details are correct.	your details. Should your i	nformation change we wou	ld be obliged if you would inform us so we can	
We may need to pass on your details onto our staff to not, however, pass your details to other compar			ring the course of our normal service deliver. We	
The Company maintains and ensures appropriate information that the Company holds on you, you can formation regarding Data Processing may be found	in make a formal Subject A	access Request by emailing	us at info@electrofiregroupltd.co.uk. Further	
Please Print Your Name	Date of Birth		Please State your Position in the Company	
Please sign here and again on Page 3		Date		
/ WE, as applicant, declare that the information I /			ted and I / WE understand and consent to its	
FFICE USE ONLY				
lanager Approval		Comments		
Sustomer Visited Y	es No			
Зу				

On

Please post this completed form (with a copy of your letter head and bank reference consent form) to:

UK Fire Supplies, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE

## STANDARD TERMS AND CONDITIONS OF SALE

### General

All goods supplied by are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of our quotation of fender or of delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing in any other terms or conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the contract. Our record of any order placed by you verbally shall be conclusive as to the type and quantity of product and the point and date of delivery.

### 2. Validity

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.

Unless otherwise specified, the price quoted includes delivery to any premises specified by you within our van delivery area, full details of which are available on request. The risk in all goods passes to you when they first enter those premises or are placed in store under Clause 5. We reserve the right to choose the method of transport to charge for delivery outside of our van delivery area, and to charge you with all manufacturers' carriage charges for special items.

## **Delivery Times**

Time for delivery shall not be of the essence of the contract unless previously agreed by us in writing. Any dates or times quoted for delivery are to date from receipt by us of your written order and all necessary information to enable us to put the work in hand. Such quoted delivery dates or times are approximate only as we are subject to the manufacturers' or suppliers' delivery promises which we pass on to you in good faith. For the avoidance of doubt such delivery dates or times given to you shall not create a contractual obligation to deliver on such date or time and accordingly no liability shall be accepted by us for any claim by you or any third party for direct or consequential loss or damage arising from delay in delivery.

## Delay in delivery

If we do not receive sufficient forwarding instructions within 14 days after notification that the goods are ready for despatch, you will either take delivery or arrange for storage. Otherwise we shall be entitled to arrange storage on your behalf and at your risk, either at our own works (making a charge of 1.5% of the invoice value of goods per month) or elsewhere. We shall be entitled to payment as if the goods had been duly delivered. All charges for storage insurance or demurrage will be payable

## Acceptance

Unless you give us written notice within 7 days from the date of delivery that the goods are not in conformity with the contract, you are deemed to have accepted the

14. Return of Goods

## Passing of Property

Each of the following sub-clauses 7.1 to 7.6 are separate and servable and shall be enforceable accordingly

- 7.1. Not withstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously
- 7.2. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business
- 7.3. Upon any sale by you or of the goods (either alone or which other items) all rights which you have against the buyer shall automatically vest in us.
- 7.4. We shall be entitled immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause;
- 7.5. If you incorporate the goods we supply to you into other products with or without materials you already possess or which are supplied to you by third parties the property in such other product will pass to us and you shall store them without charge on our behalf as bailee;
- 7.6. You shall not be entitled to pledge or in any way charge by way of security any of the goods which remain our property but in the event you do so all moneys owing by you to us shall without prejudice to any other right or remedy available to us forthwith become due and payable.

## Loss or damage in transit

Any shortage or damage must be clearly stated upon the driver's Delivery Sheet and a written statement of the facts received at our branch and by Carrier (if not ourselves) within 3 days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination. Written notice of any non-delivery must be received at our branch within 7 days after the date of invoice. Time is of the essence of this clause. Our liability in respect of

any claim accepted under this Clause is limited to making up the shortage or replacing any goods proved to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.

### Packing Etc.

Crates, cases, pallets, stillages or skids or other returnable packaging are not included in the quoted price, and will be charged at current rates. You will, however, be credited with the amount charged when it is returned to us in good condition within 14 days of the date of our invoice. Cable drums will be charged in accordance with the makers' drum schedules.

### 10. Prices

All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices, discount rates and Conditions of Sale may be altered at any time without notice. All discount and pricing are calculated upon a "whole order" or "majority of the order" basis. If, when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the discounts and prices at which such orders are accepted.

Payment in full without retention or set-off shall be due not later than the end of the month following that in which the goods where delivered, or on earlier demand. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 2% over the Royal Bank of Scotland PLC base rate current for the time being, and without notice to suspend further delivers until all arrears (including interest) have been paid and, at our option, to rescind any subsisting contact with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us

It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which the goods are used.

## Defects after delivery

All goods supplied by us are manufactured by others. Accordingly, we shall pass on to you the benefit of the warranty if any, given by the manufacturer of the goods. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and we shall not be under any liability, whether in contract, tort or otherwise in respect of any goods or loss resulting from such defects or from anything done or omitted in connection with the goods or from any work done in connection

In no circumstances may goods supplied against a firm order be returned without our prior written consent and the receipt of your advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless we arrange collection, consigned carriage paid. If we collect we reserve the right to make a handling charge, and the issue of our collection note will not bind us to issue any credit in respect of the goods.

## 15. Termination

We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries or make partial if:

- you fail to make payment on the due date under this or any other contract
- (b) you purport to cancel or suspend, or commit any breach of, this or any
- you become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save for the purposes or amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profit or loss on re-sale

## 16. Waiver

Any failure by us to enforce any or all these Conditions shall not be construed as a waiver of any of our rights hereunder.

## 17. Rights or Third Parties

For the avoidance of doubt the provisions of the Contracts (rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party benefit the right to enforce any term or condition hereof.

UK Fire Supplies is a trading division of ElectroFire Group Ltd. Registered Office Address: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE Company No.: 13232126

Authorised Signature	Date	Authorised Signature	Date



# **BANK REFERENCE AUTHORITY**

BANK DETAILS				
То	The Manager			
Bank Name				
Bank Address				
Sort Code				
Account Number				
	CUSTOMER	AUTHORISATION		
	OGO TOMEN A	- Inditional of the state of th		
I / WE (Customer I	Name)			
Of (Customer Add	ress)			
	ou to provide a reference on me / us in response to any reasyment of any related fee by the originator, with further ref	equests you may receive from ElectroFire Group Ltd at any of its branches or erence to me / us.		
This authority shal	I remain in force unless and until cancelled by me / us in w	riting.		
Signed	igned Date			
For and on behalf	of			
(this form should be signed by a Director / Partner / Owner or other such properly authorised person)				
COMPANY AUTHORISATION				
We confirm that this form of authority is in respect of an existing or prospective continuing trading business relationship between us and your above named customer. We also confirm that there is or will be a continuing need for us to make status enquires about the above named customer.				
For ease of reference, we shall submit a photocopy of this form as authority with each subsequent status enquiry we make.				
Signed		Date		
For and on behalf of ElectroFire Group Ltd.				