

## Credit Application Request

ISO-CA-Doc-1

<b>Trading Name:</b>					
<b>Company Name:</b> <small>(If different from trading name)</small>					
<b>Status</b>	Limited Company	Sole Trader	Business Partnership	Charity Organisation	Other Entity
Other entity ticked - please provide additional details below:					
<b>Company Reg No:</b>					
<b>Type of Business:</b>					
<b>Year Established:</b>		<b>SIC Code:</b>	<b>VAT Registered: Y/N</b>		
<b>Trading address:</b> <small>(This is the address that the business trades from &amp; the address for deliveries)</small>					
<b>Contact name:</b> <small>(Below)</small>	<b>VAT Reg No:</b>		<b>Post Code:</b>		
	<b>Tel. No:</b>		<b>Fax No:</b>		
	<b>Email Address:</b>				
<b>Accounts Address:</b> <small>(If different from the trading address)</small>					
<b>Contact name:</b> <small>(Below)</small>	<b>Tel. No:</b>		<b>Fax No:</b>		
	<b>Email Address:</b>				
<b>Trade Reference 1:</b>	<b>Company Name:</b>				
	<b>Address:</b>				
<b>Contact name:</b> <small>(Below)</small>	<b>Account No:</b>		<b>Post Code:</b>		
	<b>Tel No:</b>		<b>Fax No:</b>		
	<b>Email Address:</b>				
<b>Trade Reference 2:</b>	<b>Company Name:</b>				
	<b>Address:</b>				
<b>Contact name:</b> <small>(Below)</small>	<b>Account No:</b>		<b>Post Code:</b>		
	<b>Tel No:</b>		<b>Fax No:</b>		
	<b>Email Address:</b>				
<b>Credit limited required:</b>	<b>£</b>	<b>Payment Terms:</b>		<b>Days</b>	
<b>Payment Method:</b>	<small>(Please tick)</small>	<b>CHAPS</b>	<b>BACS</b>	<b>Credit Card</b>	<b>Cheque</b>
<b>Monthly Statements by:</b>	<small>(Please tick)</small>	<b>Email</b>	<b>Fax</b>	<b>Post</b>	<b>Not Required</b>
<b>Application signed by:</b>					
<b>Position in the Business:</b>					
<b>Applicants Signature:</b>	<small>(Signature area)</small>			<b>Date Signed:</b>	

Please complete all the information requested on the application and free fax to 0800 7318207  
or email to sales@aquila-web.co.uk

**Please note your signature is acceptance of our Trading Terms & Conditions  
which are attached to this application form.**

## Terms and Conditions of Trade

### 1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the Goods from the Seller
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller
- 1.3 "Goods" means the articles (including services) which the Buyer agrees to buy from the Seller
- 1.4 "Price" means the price for the Goods excluding carriage, packing, insurance and VAT
- 1.5 "Seller" means Aquila Business Products Limited
- 1.6 "VAT" means value added tax

### 2. Conditions Applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be in applicable unless agreed in writing by the Seller

### 3. The Price and Payment

- 3.1 The Price shall be the price specified in the Seller's price list or catalogue current at the time of delivery of the Goods or the quoted price if different therefrom (less any discounts agreed in writing in advance by the Seller). The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due until the date of payment at the rate of 2% per month (part of a month being treated as a full month for the purposes of calculating interest) and shall accrue at such rate after as well as before any judgment
- 3.4 If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Seller and in addition to any interest and/or costs ordered to be paid by any court of competent jurisdiction, the Seller shall be entitled to charge the Buyer all costs and expenses involved in collecting the overdue payment including (but not limited to) the sum of £50.00 plus VAT by way of liquidated damages and as a contribution to the administrative costs incurred by the Seller
- 3.5 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may suspend or cancel deliveries of any articles due to the Buyer

### 4. Credit Terms

The Seller may set and vary credit terms from time to time and withhold all or any further supplies if the Buyer exceeds such credit limit

### 5. Delivery of the Goods

- 5.1 Save where Goods are collected by the Buyer from the Seller (in which case delivery shall be deemed to have been made at the time of such collection), delivery of the Goods shall be made to the Buyer's address as notified to the Seller by the Buyer
- 5.2 Orders for Goods are accepted by the Seller subject to availability of stock and may (where the subject matter so permits) be delivered in more than one instalment
- 5.3 Time is not of the essence for the delivery of the Goods

### 6. Acceptance of the Goods

- 6.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer
- 6.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract

### 7. Risk and Title (Property)

- 7.1 Risk shall pass on delivery of the Goods
- 7.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until:
  - 7.2.1 The Buyer shall have paid the Price plus VAT in full; and
  - 7.2.2 No other sum whatsoever shall be due from the Buyer to the Seller
- 7.3 Until property in the Goods passes to the Buyer in accordance with clause 7.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in the Buyer's possession and marked in such a way that they are clearly identified as the Seller's property.

### 8. Seller's liability

Subject to Clause 9 below the Seller shall not be liable for any loss or damage whatever (including but not limited to any indirect or consequential loss to the Buyer arising from third party claims or otherwise) due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

### 9. Consumer Rights

These terms and conditions do not affect the statutory rights of a Buyer who is a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977).

### 10. Waiver

Any delay or failure by the Seller to enforce or exercise any rights under these terms and conditions shall not be deemed to be a waiver of any such right nor operate to bar the enforcement or exercise thereof at any time or times thereafter

### 11. Exclusion of Third Party Rights

None of the provisions of any contract between the Seller and the Buyer and to which these terms and conditions shall apply will operate nor are they intended to operate to confer any benefit (Pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to such contract...

### 12. Governing Law

These terms and conditions and all other terms of any contract for the sale and purchase of goods between the Buyer and the Seller to which these terms and conditions apply shall be governed by and be construed in accordance with the law of England and Wales.

### 13. The Waste Electrical & Electronic Equipment Regulations (WEEE) 2006

Any electrical or electronic equipment which reaches the end of its life will impact on the environment if it is not disposed of correctly. Some of this equipment may contain hazardous substances, or substances which can be effectively recycled. The Waste Electrical & Electronic