

## Application for Credit Account Facilities

Name:			
Address:		Please <input checked="" type="checkbox"/> <b>✓</b>	<input type="checkbox"/> Limited company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership
	Postcode:		
Principal Trading address:		<b>If Limited Company</b> Registered no.: <input style="width: 100%;" type="text"/> Registered Office: <input style="width: 100%; height: 60px;" type="text"/> Postcode: <input style="width: 100%;" type="text"/>	
	Postcode:		
Telephone:			
Fax:			
Email:			
Bank:			
Address:			
	Postcode		
Contact - Accounts:			
Contact - Orders:			
Early Closing Day:			
Do you wish to go on our ring out each week? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Trade Ref. 1:			
Address:			
	Postcode		
Telephone:			
Fax:			
Trade Ref. 2:			
Address:			
	Postcode		
Telephone:			
Fax:			

  

	<b>If Sole Trader or Partnership</b> Full name and PRIVATE address of all Proprietors/partners <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Surname</th> <th style="width: 25%;">Christian Name(s)</th> <th style="width: 50%;">Address</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Surname	Christian Name(s)	Address			
Surname	Christian Name(s)	Address					

  

	<b>If Resident less than 6 years, give previous address</b> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
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WFSBORDER credit terms are nett 20<sup>th</sup> of the month following date of invoice and we reserve the right to charge interest of 3% over Bank of England base rate on late or unpaid invoices. Credit arrangements may be altered without prior notice. Minimum delivery is £100 net ex VAT and a minimum delivery charge of £5 will apply to all orders under this. All goods sold by WFSBORDER Ltd remain their property until payment has been made in full.

**Monthly Credit Required:**

# Declaration and Data Protection Notice

I/We confirm that the information given in this Application for Credit Account Facilities is in all respects true and accurate.

I/We confirm that I/we have read and understood your Terms and Conditions of Sale and I/we unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts which I/we may conclude with you.

## Data Protection Act 1998 Notice.

Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act").

Where I/we provide you with *personal data* ("data"), I/we understand that the data will be held securely in confidence and *processed* for the purpose of carrying out your wholesaling/distribution business and associated activities ("Activities"). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business and that you have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the Act I/we have a right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee.

I/we agree that you may use the data to contact me/us with details of other products and services. Unless I/we have written to you objecting to you using the data for such purpose or I/we have NOT ticked the box below, I/we agree that you may contact me/us by post, telephone, e-mail, via the internet or other communication means.

I/we object to you using the data for direct marketing purposes.

<b>We apply for a credit account in accordance with the terms set out above.</b>			
Signed on behalf of:	<input type="text"/>		
Name:	<input type="text"/>	Position:	<input type="text"/>
Authorised signature:	<input type="text"/>	Date:	<input type="text"/>

<b>OFFICE USE ONLY</b>	Approved by:	<input type="text"/>	Date:	<input type="text"/>	A/c no.:	<input type="text"/>
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# Terms and Conditions of Sale

## 1. Acceptance

All quotations, offers, acceptances and contracts made by WFSborder Ltd (WFSBORDER) or its suppliers are deemed to incorporate these terms and conditions. No variation or modification of or substitution for these terms and conditions shall bind WFSBORDER unless specifically accepted in writing.

## 2. Orders

Orders received from the buyer are deemed to be an offer by the buyer to purchase goods from WFSBORDER pursuant to these terms and conditions of sale and acceptance of delivery of the goods ordered are considered evidence of the buyers acceptance of these terms.

## 3. Price

The prices are subject to alteration without notice and goods offered subject to availability and shall be invoiced at price ruling at the date of despatch. All prices will be subject to VAT at the prevailing rate where appropriate.

## 4. Payment

Unless otherwise stated on the invoice, payment should be received no later than the 20th day of the month following month of invoice. WFSBORDER reserves the right to charge interest of 3% over Bank of England base rate on late or unpaid invoices.

## 5. Delivery

Carriage paid on all orders of net invoice value £100 excluding VAT. Orders under this value will be delivered at the convenience of WFSBORDER and be subject to a minimum delivery charge of £5.

Any delivery dates specified are informative only and Buyer specified delivery dates are not deemed time of the essence.

The Buyer will make all necessary arrangements to ensure receipt of the goods whenever they are tendered for delivery.

## 6. Damage and Shortage

Claims for damage in transit and shortages can only be considered if notified in writing within 48 hours or in the case of non-delivery within 7 days of invoice date.

Responsibility for damaged goods will remain with the buyer until such time as the claims are resolved.

We cannot accept claims if goods are signed for unchecked.

## 7. Warranties and Liabilities

Claims for any goods supplied and considered faulty, or not as ordered must be made in writing within 7 days of receipt of the goods. Such goods proved to the satisfaction of WFSBORDER to be faulty by reason of defective material or workmanship will be replaced or repaired, at the discretion of WFSBORDER, but no other liability, including direct or consequential loss arising from the supply of these goods will be accepted.

## 8. Title & Ownership

- (a) The risk in the goods shall pass to the buyer upon delivery and the buyer shall insure them against loss or damage by the usual commercial risk and in the event of such loss or damage shall receive the proceeds of such insurance on behalf of WFSBORDER as Trustee for WFSBORDER and forthwith account to WFSBORDER for such proceeds. Payment of such goods will be subject to section (4) above.
- (b) Ownership in the goods supplied shall remain with WFSBORDER until the buyer has paid in full the price of the goods and in respect of any other goods supplied by WFSBORDER to the buyer.
- (c) In the event of WFSBORDER exercising their rights under Clause (g) hereof and repossessing goods for which the buyer has paid WFSBORDER shall be entitled to set off against any sums which become due to the buyer as a result of the repossession of the goods any sums due from the buyer in respect of other goods supplied and not paid for.
- (d) The buyer shall store the goods so as to make them readily identifiable as the goods belonging to WFSBORDER until such time as the goods have been paid for.
- (e) The buyer shall hold the proceeds of sale of unpaid goods as agents for WFSBORDER and shall ensure that they remain identifiable as such until such time as the goods have been paid for.
- (f) The buyer's right to possession of the goods shall cease if:
  - i) The buyer fails to make payments in accordance with these terms, or such other terms as may from time to time be agreed in writing **OR**
  - ii) The buyer is declared Bankrupt or makes any proposal to its Creditors for a composition or other voluntary arrangement **OR**
  - iii) A Receiver, Liquidator or Administrator is appointed in respect of the buyer's business **OR**
  - iv) WFSBORDER believes by reason of the conduct of the buyer that there is a risk that the buyer will be unable to make payment for any goods which have been supplied by WFSBORDER to the buyer as and when payment for those goods falls due.
- (g) Upon the cessation of the buyer's right to possession of the goods in accordance with Clause (f) hereof:
  - i) The buyer shall at their own expense make the goods available to WFSBORDER and allow WFSBORDER to repossess them.
  - ii) The buyer hereby grants WFSBORDER their servants and agents an irrevocable licence to enter with or without vehicles any premises where goods are stored in order to repossess them and inspect them at any time.
  - iii) The buyer shall identify all goods supplied by WFSBORDER and provide them with every facility and co-operate fully with their identification and removal.