

MERRITT & FRYERS LTD

Timber, Builders', Plumbers' Hardware & Decorators' Merchants
Bathroom & Tile Studios

APPLICATION FOR CREDIT ACCOUNT (TRADE)

PRIVATE AND CONFIDENTIAL

Please complete in BLOCK CAPITALS

Full Name of Applicant: MR / MRS / MS / MISS
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Full Name of Company, Partnership or Sole Trader:

Type of Business:	Monthly Credit Limit Request:
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Date First Established:	Co Reg No:	VAT Reg No:
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Registered Office Address: Postcode: Length of time at this address: Years	Account Address Details (if different) Email Address Please note invoices & statements will be sent via email unless otherwise requested
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CONTACT DETAILS Telephone Number: Fax Number: Mobile Number: E-mail Address: Website:	ACCOUNT CONTACT DETAILS (if different) Name: Job Title: Telephone Number: Ext: E-mail Address:
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Please indicate if you require a Purchase Order Number / Reference to be quoted on your invoices or if only certain individuals are allowed to book goods to an account:
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Is your company associated with or a subsidiary of any other company? (If YES please provide details)



Registered Company No: 305654



Names and addresses of Directors / Partners / Proprietors / Holding Company (please add a separate sheet if necessary):

Name:	Name:	Name:
Address	Address	Address
Postcode:	Postcode:	Postcode:
Tel No:	Tel No:	Tel No:
Date of Birth:	Date of Birth:	Date of Birth:
Previous Address (if less than 4 years at present address)	Previous Address (if less than 4 years at present address)	Previous Address (if less than 4 years at present address)

Have any of the people listed above been involved in any business that has gone into receivership or administration? YES / NO

REFERENCES - TWO TRADE REFERENCES ARE REQUIRED

Trade Reference:	Trade Reference:
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In processing your application for credit facilities we may make enquiries of credit reference agencies and other third parties who may record those enquiries. We may also disclose information about the conduct of your account to credit reference agencies or other third parties. The information from or provided to credit reference agencies or to other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention. I/we the undersigned hereby confirm that if credit facilities are approved the account will be paid as per our monthly terms. All sales are subject to the general conditions of sale shown on the reverse of this application, and accept that the conditions will apply to all transactions with Merritt & Fryers Ltd. The above information is correct to the best of my/our knowledge.

Must be signed by a Director, Partner or Proprietor of the business.

Please attach a copy of your company letterhead.

Authorised Signature/s of Applicant:	Printed Name of Signatory/ies:
Position in Company:	Dated:

OFFICE USE ONLY:

Account Opened:	Account Code:	References:	Credit Limit:
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BANK REFERENCE

NEW APPLICATION TO OPEN A CREDIT ACCOUNT

Your bank now requires us to produce your written authorisation when applying for a reference.

In order to ensure that there is no delay in processing your application could you please complete and sign this section.

Failure to do so may result in a delay of your application.

The Manager

To: _____ Bank / Building Society

Address: _____

Account Name: _____

Account Number: _____ Sort Code

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I / We hereby authorise you to provide, upon their request from time to time, a bank reference to Merritt and Fryers Limited, Firth Street Works, Skipton, North Yorkshire, BD23 2PX

Signed:* _____

Date: _____

*to be signed in accordance with your bank mandate

PLEASE ENSURE YOU HAVE COMPLETED, SIGNED AND DATED THE ABOVE BANK REFERENCE

CONDITIONS OF SALE

GENERAL CONDITIONS FOR THE SUPPLY OF GOODS BY MERRITT & FRYERS LTD.

1. DEFINITION

In the context of these conditions "the Company" means Merritt & Fryers Ltd. and "the Customer" means the individual, firm, company or other party with whom the Company contracts.

"Goods" means articles or items described on the order.

Unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated or referred to by the Customer in his order or pre-contract negotiations.

2. PRICE AND QUOTATION

The quoted price for goods may be varied by additions upwards by the Company in accordance with market conditions at the date of despatch and the Customer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing, market conditions shall include any increase in the cost of labour and/or materials and/or transportation.

Where before delivery or the date of the invoice, whichever is the earlier, the goods become subject to any additional duty, value added tax or any other tax or surcharge, in excess of the sums specified for such liabilities in our quotation or invoice, the Customer shall be charged and will pay such extra duty, tax or surcharge.

The Company shall only be bound by a written quotation or contract to supply or a written representation in support of such a contract and the Customer is not entitled to rely on a verbal quotation or representation made by or on behalf of the Company.

Any written quotation or contract shall be valid for twenty-eight days only.

The terms of any quotation or contract to supply issued by the Company are referable to that quotation or contract and not any other.

The Company shall not be bound by any clerical error or patent error of addition contained in any quotation given by it.

3. DELIVERY AND TIME OF DELIVERY

Any time or date of delivery named by the Company is given and intended as an estimate only and the Company shall not be liable to make good any loss or damage, whether arising directly or indirectly, out of delay in delivery.

Orders are accepted and terms for delivery given conditional on the Company not being responsible for delays or failure arising through acts of God, elements, war, acts of government, strikes or lockouts, fire, breakdown of machinery, non delivery or delay in delivery by the Company's suppliers or any cause beyond the Company's control.

The Customer shall not withhold or reduce payments on account of complains or of claims not accepted by the Company in writing.

All goods shall be examined and checked upon delivery for any shortages or defects. The Company shall be in no way liable for any defects, excluding manufacturing faults, after delivery has been accepted.

All items must be checked for manufacturing defects and shade variation before installation. In the event of any goods found to be defective, before or after installation, the Company's liability in respect thereof shall not exceed the invoice price of that item.

4. RETURN OF GOODS

Goods will only be accepted for return, subject to our prior agreement in writing. Drivers have no authority to accept goods for return unless given by us. All goods must be returned to us carriage paid. We reserve the right to make a re-stocking charge.

5. CLAIMS

Non-delivery must be notified to us within 14 days of the date of the relevant invoice. Claims for damage, shortage or incorrect goods or goods found to be defective on delivery, must be made in writing to us within 3 days of delivery.

In all cases our liability shall be limited to replacing the defective goods or making good the shortage (as the case may be) free of charge or to refunding the charge for the goods where replacement or additional supply is not possible.

Where manufacturers or products supplied by us have limited their liability in respect thereof or in respect of any consequential liability arising therefrom, the same limitations shall apply to our liability on the sale of such products.

6. PAYMENT OR ACCOUNT

Payment terms are Strictly Nett Monthly, payment being due on the last day of the month following the month of supply. If payment is not received within 14 days of the due date, in accordance with this condition, the Company reserves the right to charge interest on overdue accounts at National Westminster Bank plc base rate plus 4% and the full purchase price of the goods shall include any interest payable hereunder.

The Company reserves the right to close any account that becomes overdue and also any account that ceases to have activity for a period of 12 months or more.

7. RISK AND PROPERTY

All goods shall be at the Customers sole risk from the time of collection from our premises or, if the contract provides for the goods to be delivered by us or on our behalf, from the time of such delivery to the address specified in the contract.

The property in all goods shall remain with us until we have received payment in full for the same. The title to all goods supplied does not pass until all outstanding invoices due from the Customer have been paid.

Without prejudice to any rights which we may have or which may arise under the contract or otherwise, we shall be entitled to terminate the contract and/or repossess the goods without notice to the Customer at any time before payment in full has been received and whether or not payment has become due or any credit allowed has expired.

At all reasonable times access shall be afforded to our representatives to any premises where any goods shall be situated for the purpose of repossessing such goods and all reasonable assistance shall be rendered in removing the same.

Notwithstanding the above, the Customer may, until we give notice to the contrary, use, sell or otherwise deal with the goods in the normal course of business provided that, in accordance with the normal fiduciary duty of an agent to his principle, the Customer must forthwith account to us from any such sums received in respect of such dealing for an amount equal to all sums outstanding hereunder.

8. WARRANTY AND CONDITIONS

No warranty condition or representation is given or made as to the quality of the goods, their condition or their fitness for any particular purpose and any such warranty, condition or representation, whether express or implied, whether by statute by collateral agreement or otherwise is hereby excluded.

Copies of the above Terms and Conditions are available upon request.

Please return completed form to:

**Merritt & Fryers Ltd
Firth Street Works
Skipton
North Yorkshire
BD23 2PX**

Tel No: 01756 792485

Fax No: 01756 700391

info@merrittandfryers.co.uk
www.merrittandfryers.co.uk