

UNIT10 PERTH TRADING ESTATE
PERTH AVE
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CUSTOMER ACCOUNT APPLICATION FORM

PLEASE SUPPLY A COPY OF YOUR HEADED PAPER

1. Trading Name _____
2. Invoice/Statement Address _____

_____ Post Code _____
3. Telephone no. _____ Fax _____
4. Acc Contact Inc Email _____
5. LIMITED COMPANY
Registered Office Address _____

Company Registration No. _____
- SOLE TRADER / PARTNERSHIP
Owner's / Partner's full name _____
and private address _____
_____ Post Code _____
Owner's / Partner's full name _____
and private address _____
_____ Post Code _____
6. Date Business Established _____
7. Name of Bank _____
Address _____
_____ Post Code _____
Bank account no. _____ Sort Code _____
Name of Account Manager _____
8. Please name 2 suppliers from which we may obtain trade reference
Name _____ Name _____
Address _____ Address _____
_____ Post Code _____ _____ Post Code _____
Telephone _____ Telephone _____
9. Monthly Credit required _____ (note terms and conditions)

COMPLETE ALL SECTIONS TO AVOID DELAYS IN PROCESSING

Please sign below to signify that you have read the Conditions of Sale overleaf and agree to be bound by such Conditions, as well as our payment terms, and authorise us to access information under the Data Protection Act 1998. A director **MUST** sign for limited companies.

Signed _____ Position _____
Print _____ Date _____

CONDITIONS OF SALE – CITY 1ST LTD

- 1. Definitions**

In these conditions “The Company” means City 1st Limited and “The Customer” means any person or corporate body purchasing or offering to purchase goods from the company. “Goods” means such products, merchandise and services as the company shall from time to time make available for sale.
- 2. Basis of Trading**

These conditions of sale apply to and govern the supply of all goods or services by the company to the customer. There shall be no variation from these terms and conditions, and the company will not trade on the basis of the customer’s terms and conditions, unless the variation or the incorporation of the customer’s terms and conditions is expressly agreed in writing, and the agreement is signed by a director of the company.
- 3. Authority**

No one, whether an employee or an agent of the company, other than a director of the company, has the authority of the company to vary these terms and conditions, or to bind the company to a contract on any terms and conditions other than these terms and conditions.
- 4. Delivery and Risk**

Any dates or times for delivery are approximate only and the company shall not be liable for any delay in the delivery of the goods or the provision of the service howsoever caused. Time shall not be of the essence. Goods when delivered shall be at the customer’s risk from the time of delivery notwithstanding that the property in the goods will remain with the company.
- 5. Price**

The price quoted for any goods or services shall be valid for acceptance by the customer for 7 days unless the customer is notified by the company of a change in the quoted price, upon which event the offer to provide the goods and services at the originally quoted price shall be withdrawn. The new price will be valid for acceptance for a further period of 7 days from the date of its notification. At any time before delivery the company reserves the right to alter the price, but only in the event of an alteration in prices charged to the company by a manufacturer/supplier arising between the date of the order and the date of delivery.
- 6. Returns, Credits/Complaint**

Goods may be returned for credit at the sole discretion of the company. A request to return goods for credit will only be entertained on the basis that the goods were delivered no greater than 60 days before request for return and that a suitable compensating order for 2 times the return value be placed or alternatively on the basis that a 15% handling charge is incurred, and only when the goods are in a clean, undamaged and re-saleable condition.
- 7. Payment**

All payment for goods must be made when the order is placed or if credit arrangements have been agreed, within the credit terms agreed in writing by the company. If payment is not made by the due date, interest shall be payable by the customer to the company at the rate of 1 ½ % per month, calculated from the date of delivery.
- 8. Loss or Damage to Goods**

Claims in respect of any loss, damage or shortfall in goods supplied by the company to the customer must be made in writing to the company to arrive at the company’s principle place of business no later than 10 days from the date of receipt by the customer of the order in respect of which the complaint is made. If the customer does not notify the company in writing within 10 days as aforesaid, the customer shall not be entitled to reject the goods. The customer shall be obliged to pay the price as if the goods had been delivered in accordance with the contract, and the company shall be under no liability to the customer in respect of the loss, damage or shortfall.
- 9. Defects**

Claims in respect of any defects in the quality or condition of goods supplied, or in respect of their failure to correspond with the contract specification, or in respect of the quality of service provided, must be presented in writing to the company to arrive at the company’s principle place of business not later than 10 days from the date of delivery of the order in respect of which the complaint is made or of the provision of the service in respect of which the complaint is made or (where the defect was not apparent on reasonable inspection at the date of delivery) within the period of the manufacturers designated date for notification of defects and/or acceptance of claims. If the customer does not notify the company in writing within 10 days as aforesaid, the customer shall not be entitled to reject the goods and the customer shall be obliged to pay the price as if the goods had been delivered in accordance with the contract, and the company shall be under no liability to the customer in respect of the defects or the quality of service.
- 10. Limitation of Liability and Product Liability**

The company is not the manufacturer of the goods. To the extent that it is able, the company sells the goods with all warranties (if any) issued by the manufacturers. The company’s liability in respect of the goods or services provided is limited as follows: goods which are defective on delivery, or short delivery (and where a claim has been made within 10 days as set out above) will be credited or replaced at the company’s option. In no case will the company’s liability in respect of defective goods or short or non-delivery or defective service, exceed the purchase price of the goods involved or the invoice price of the service provided. It is the responsibility of the customer to ensure that any product purchased from the company is suitable for the application for which it is intended to be used. The company accepts no liability for any products supplied where the application is at variance with the manufacturers recommended use.
- 11. Consequential Loss**

Save as set out in the clause above, the company will not be liable to the customer. In particular the company will not be liable for any loss caused to the customer, of whatsoever sort and however caused, even by the negligence of the company, arising out of or in any way connected with an order for goods or services placed with the company.
- 12. Property in the goods**
 - 12.1 The property in the goods does not pass to the customer and the legal and equitable title to the goods remain with the company until:
 - 12.1.1 payment for the goods the subject of this contract including but not by way of limitation delivery costs and interest has been made in full.
 - 12.1.2 all other sums for payment to the company at the date of the sale of goods and/or services or which may hereinafter become due and payable on any account whatsoever, have been paid
 - 12.2 Until property in the goods has passed to the customer in accordance with condition 12.1, without prejudice to the company’s other rights:
 - 12.2.1 The customer shall insure the goods to their full value which are on the customers premises and shall if required to do so prove to the company, in writing, that such insurance has been effected.
 - 12.2.2 The customer shall retain the goods solely as the company’s fiduciary agent and bailee.
 - 12.2.3 Until such time as the property in the goods has passed to the customer, the company shall be entitled at any time to require the customer to deliver up the goods to the company and if the customer fails to do so forthwith, to enter upon the premises of the customer or any third party where the goods are to be found and repossess the goods(whether or not such goods have been fixed to or incorporated in any other goods or have been attached to the customer’s vehicles, whether owned or leased).
 - 12.2.4 The customer acknowledges that before entering into any agreement for the purchase of any goods or services from the company, the customer has expressly represented and warranted that it is not insolvent and has not committed any act of bankruptcy or being a company with limited or unlimited liability, knows of no circumstance which would entitle any debenture holder or secured creditor to appoint a receiver to petition for the winding-up of the company or exercise any other rights over or against the company’s assets.
- 13. Right of Entry**

The customer hereby permits the company, its agents and servants to enter upon any premises owned by the customer or in control of the customer to repossess the goods at any time whilst there shall be sums due and owing from the customer to the company.
- 14. Insolvency of the Customer**

In the event of the happening of any of the following events, (I) the customer making a voluntary arrangement with creditors, (II) the customer is made the subject of a receiving order or an administration order, (III) the customer becomes bankrupt or goes into liquidation other than for the purpose of amalgamation or reconstruction, (IV) an encumbrancer taking possession or a receiver being appointed in any of the property of the assets of the customer, (V) the customer ceasing or threatening to cease trade, (VI) the company reasonably believes that any of the above mentioned events is about to occur and notifies the customer in writing of its belief, then and in such event, and without prejudice to any other right or rights of the company, the company shall be entitled to cancel any contract with the customer, and/or suspend any further deliveries to the customer, and in respect of any goods delivered but not paid for or services rendered but not paid for, the full contract price shall immediately become payable notwithstanding any previous agreement or arrangement to the contrary.
- 15. Proper Law/Jurisdiction**

These conditions and the contract to which they relate shall be construed in accordance with the laws of England and Wales; the contract shall be deemed to have been made at the company’s registered office, and the customer and the company submit to the exclusive jurisdiction of the courts of England and Wales.